

ORDINANCE NO. 2257

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A DEVELOPMENT AGREEMENT WITH ELLIOTT
HOMES INC. FOR A PORTION OF THE NORTHWEST ROSEVILLE
SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Article 30 of Ordinance No. 802, the Zoning Ordinance of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Development Agreement for a portion of the property within the Northwest Roseville Specific Plan Area.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement for a portion of the property within the Northwest Roseville Specific Plan Area, known as the Elliott Homes Inc. property, and makes the following findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Northwest Roseville Specific Plan;
2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the real property is located;
3. The Development Agreement is in conformity with public convenience, general welfare, and good land use practice;
4. The Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;
5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
6. The development permitted by the Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Development Agreement.

SECTION 3. The Development Agreement by and between Elliott Homes Inc. and the City of Roseville, relating to a portion of the Northwest Roseville Specific Plan Area is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 4. The City Clerk is directed to record the executed Development Agreement within 10 days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

SECTION 5. This ordinance shall be effective at the expiration of 30 days from the date of its adoption.

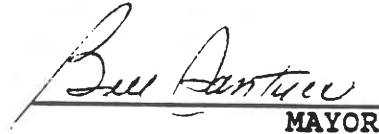
SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within 14 days after it is adopted in a newspaper of general circulation in the City, or shall within 14 days after its adoption cause this ordinance to be posted in full in at least three public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 6th day of September, 1989, by the following vote on roll call:

AYES COUNCILMEMBERS: Tom Chambliss, Phil Ozenick, John M. Byouk,
Mel Hamel, Bill Santucci

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


CITY CLERK

AFTER CONFORMING RETURN TO:
CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

OFFICIAL RECORDS
REQUESTED BY
56568
89 OCT 11 AM 8:00
MARY ANN HULSE
PLACER CO RECORDER

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE
AND
ELLIOTT HOMES, INC.
RELATIVE TO THE
NORTHWEST ROSEVILLE SPECIFIC PLAN

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**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND ELLIOTT HOMES, INC.
RELATIVE TO THE NORTHWEST ROSEVILLE SPECIFIC PLAN**

This Development Agreement is entered into this 6th day of October, 1989, by and between ELLIOTT HOMES, INC., an Arizona corporation ("Landowner"), and THE CITY OF ROSEVILLE, a municipal corporation (hereinafter "City"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code.

RECITALS

1. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the State of California adopted Section 65864 et seq. of the Government Code, which authorizes the City of Roseville and an applicant for a development project to enter into a development agreement, establishing certain development rights in the property which is the subject of the development project application.

2. Subject Property. Landowner owns in fee certain property described in Exhibit "A" (hereinafter "subject property"), attached hereto and incorporated herein by this reference. Landowner seeks City's approval of proposed land uses of the subject property consistent with the Roseville General Plan (inclusive of all amendments thereto) and the adopted Northwest Roseville Specific Plan (the "NWRSP").

3. Hearings. On 29 September, 24 October, 28 November and 19 December 1988, and 12 January, 9 February, 23 February and 9 March 1989, the City Planning Commission, designated by City Ordinance No. 802 as the advisory agency for purposes of development agreement review pursuant to Government Code Section 65867, considered the NWRSP in duly noticed public hearings. On 8 June, 22 June and 26 June 1989, the City Planning Commission considered this Agreement in a duly noticed public hearing.

4. Environmental Impact Report ("EIR"). On 10 May 1989, the City Council certified as adequate and complete the EIR for the Northwest Roseville Specific Plan, which EIR considered, among other things, the adoption and execution of this Development Agreement.

5. Entitlements. Following consideration and certification of the aforementioned EIR and CEQA related findings, the City Council, on 10 May 1989, adopted a Statement of Overriding Consideration, relating to the following entitlements, to permit development of the subject property as herein described.

A. General Plan Amendment, related to the NWRSP, as adopted by Resolution No. 89-82, dated 10 May 1989;

B. The NWRSP, as adopted by Resolution No. 89-83, dated 10 May 1989;

C. The Rezoning of the subject property pursuant to Ordinance No. 2250, dated September 6, 1989;

D. The Schematic Development Plan (Exhibit "B", attached hereto and incorporated herein by this reference); and

E. Ordinance No. 2257, dated September 6, 1989, adopting this Agreement (the "Adopting Ordinance").

6. Mitigation. Landowner, pursuant to this Agreement, will be entitled to develop the subject property in accordance with the provisions hereof and the above approvals, and will be bound by the City's fees, charges, mitigation measures and provisions identified in the EIR and the monitoring program adopted by the City as part of the certification thereof, and any other measures incorporated herein to mitigate environmental impacts, including without limitation, impacts related to the need for public facilities generated by such development.

7. General and Specific Plans. Development of the subject property in accordance with the conditions of approval, the mitigation measures, and the terms of this Agreement will provide orderly growth and development of the area in accordance with the policies set forth in the General Plan and the NWRSP.

8. Need for Services and Facilities. Development of the subject property will result in a need for municipal services and facilities required for implementation of the General Plan.

9. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services, as required herein to mitigate impacts of the development of the subject property, and City agrees to assure that Landowner may proceed and complete development of the entire subject property in accordance with the terms of this Agreement. City and Landowner agree that the City might not otherwise approve the development of the entire subject property as provided by this Agreement, but for Landowner's contributions to mitigate the impacts of the development. City's approval of development of the entire subject property as provided herein is in reliance upon and in consideration of Landowner's agreement to dedicate certain lands to the City and to contribute toward the cost of public improvements, as herein provided, to mitigate the impacts of the development.

10. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Article 30 of Ordinance 802.

11. Consistency With General Plan and Northwest Roseville Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City finds and declares that this Agreement is consistent with the General Plan of the City of Roseville and with the NWRSP.

Section 1. GENERAL PROVISIONS

1(A). Property Description and Binding Covenant. The subject property is that property described in Exhibit "A". It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the subject property and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto.

1(B). Term. The term of this Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall extend for a period of twenty (20) years thereafter, unless said period is terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto.

(1) Expiration. Following the expiration of this period, this Agreement shall be deemed terminated and of no further force and effect. However, the termination of this Agreement shall not affect any right or duty emanating from City entitlements on the subject property approved concurrently with or subsequent to the approval of this Agreement. Neither shall the termination of this Agreement affect the covenants contained herein in Section 3(B), relating to the obligations of owners of property with respect to landscaping maintenance and the City's enforcement rights as set forth herein and in relevant ordinances.

(2) Early Termination for Residential Development. This Agreement may be terminated with respect to any of the subject property zoned for residential use, at the election of the Landowner any time after recordation of a final residential subdivision map for single-family dwelling units within the subject property and upon written notice to City of such election to terminate. No such single-family subdivision map may be recorded, nor shall this Agreement terminate with respect thereto, until the Community Facilities District described in Section 3(A)(8) is formed (or other such financial assurances acceptable to the City are provided to the City respecting the installation of the improvements contemplated thereby). Furthermore, no such termination shall be allowed unless either (i) the lighting and landscape district described

in Section 3(B) has been formed or (ii) an appropriate covenant or condition acceptable to the City Attorney has been recorded to ensure that the landscaping and maintenance commitments created pursuant to Section 3(B) hereof shall bind Landowner, its heirs, successors and assigns with respect to such subdivision. City shall cause any written notice of termination received pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

Landowner shall not be precluded by anything in this Section 1(B) from recording final parcel maps, subdivision maps or other such land divisions for the parcels shown on Exhibit "B" (except for any further subdivision of the parcels listed on Exhibit "A" as single-family residential), nor shall Landowner be precluded hereby from processing tentative subdivision maps for such single-family subdivisions. Furthermore, Landowner shall not be in breach of this Section 1(B) due to the recordation of any such single-family subdivisions within the subject property prior to the date hereof.

1(C). Assignment. Landowner shall have the right to sell, assign, or transfer this Agreement with all of its right, title and interests therein to any person, firm, or corporation at any time during this Agreement. The City desires the improvements and facilities described in this Agreement to be completed as part of the development of the NWRSP and is concerned that proposed assignees may not have the financial ability to perform the obligations related thereto of Landowner hereunder. Accordingly, express assumption of any of the obligations of the Landowner under this Agreement by any assignee shall relieve Landowner from such obligation or obligations only if City consents to such assumption, which consent shall not be unreasonably delayed or withheld. Otherwise, if such consent is not requested or if the City reasonably withholds such consent, then Landowner shall remain liable for its obligations hereunder, notwithstanding any assignment by Landowner and assumption by assignee. Any such proposed assumption shall be signed by Landowner and assignee and shall be effective upon the City's receipt and consent thereto. Such consent shall be effective if made in writing by the City Manager of the City, provided Landowner shall have the right to appeal any denial thereof to the City Council of City.

No such consent shall be required after either (i) the Community Facilities District ("CFD") and the landscape and lighting district described herein are formed and, with respect to the CFD, bonds are sold in relation thereto and the funds available therefrom are sufficient to finance the improvements described in Section 3(A)(7) (and/or Landowner provides security acceptable to the City to ensure the completion of such improvements) or (ii) the completion, and acceptance by the City, of all the improvements to be included within said pending CFD.

1(D). Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Landowner and the City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

1(E). Notices. Formal written notices, demands, correspondence, and communications between City and Landowner shall be sufficiently given if dispatched by postage prepaid first class mail to the principal offices of the City and Landowner, as set forth in Section 10, or to such person or entity designated in notice to the City pursuant to this Section 1(E). Such written notices, demands, correspondence, and communications may be directed in the same manner to such other persons and addressees as either party may from time to time designate. Landowner shall give written notice to City, within ten (10) days after close of escrow, of any sale or transfer of any portion of the subject property and any assignment of this Agreement, specifying the name or names of the transferee, the transferee's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

1(F). Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the parties, with City costs incurred incidental to amendment proceedings payable by amendment applicants, in accordance with the provisions of Government Code Sections 65867 and 65868 and the Adopting Ordinance, provided that:

(1) Any amendment to this Agreement which does not relate to the term, permitted uses, density or intensity of use, height or size of buildings, reservation or dedication of land for public purposes, conditions, terms, restrictions, and requirements relating to subsequent discretionary actions, monetary contributions by Landowner, or any conditions or covenants relating to the use of the subject property shall not require notice or public hearing before the parties may execute an amendment hereto; and

(2) Any amendment of the Schematic Development Plan which is either approved by the Planning Commission as provided by Section 1(G)(1), including but not limited to the location of buildings, streets, and other physical facilities, or approved as provided by Section 1(G)(2), shall not require an amendment to this Agreement.

1(G). Amendment of Schematic Development Plan.

(1) Upon request of the Landowner, the Planning Commission may amend or modify the Schematic Development Plan without compliance with procedural provisions of the zoning ordinance or any other notice of public hearing if the Planning Commission determines that the requested amendment or

modification is not substantial and is consistent with the NWRSP.

(2) Except as provided above, amendment of the Schematic Development Plan or NWRSP shall comply with the procedural provisions of statutes and the zoning ordinance in effect on the date of application for such amendment.

1(H). Definitions. For the purpose of this Agreement, the terminology and land use categories used herein shall be construed and defined as follows.

(1) Business Professional. The purpose of this land use category is to provide for business and professional uses that are intended to primarily serve the needs of local residents. Typical uses in these areas include, but are not limited to, the following:

- (a) Legal services;
- (b) Accounting services;
- (c) Medical uses and services;
- (d) Insurance services;
- (e) Travel agencies; and
- (f) General office uses.

(2) Commercial. The purpose of this land use category is to provide a sufficiently large concentration and mix of shops and services that will attract and sustain most of the needs of the residents. Typical uses in these areas include, but are not limited to, the following:

- (a) Discount drug store;
- (b) Variety store;
- (c) Supermarket;
- (d) Restaurant/Coffee Shop;
- (e) Convenience Services, such as a Beauty Shop or Dry Cleaners; and
- (f) Banks and Savings and Loans.

(3) Commercial-Recreation. The purpose of this land use category is to provide for private and/or public recreation opportunities. Uses contemplated and allowed for these areas are:

- (a) Tennis Club;
- (b) Aerobic, weight training, and other exercise related activities;
- (c) Restaurant or other food service operations incidental to a permitted use on the premises;
- (d) Ancillary administrative office use and club facilities;
- (e) Parking structures when incidental to a permitted use; and
- (f) Similar and like uses.

(4) Residential. Residential land uses as permitted by the City of Roseville Zoning Code, as may be amended from time to time. "Low-Density Residential" refers to dwelling units per acre ("residential density") less than 6.0; "Medium-Density Residential" refers to residential density equal or greater than 6.0 and less than 10.0; and, "High-Density Residential" refers to residential density equal or greater than 10.0.

(5) Frontage Improvements. The curb, gutter, sidewalk, and utility stub improvements (including without limitation, electric, gas, water, storm drain and sewer), and any fence, soundwall, landscape, or lighting improvements, abutting a parcel.

Section 2. DEVELOPMENT OF THE PROPERTY

The permitted uses of the subject property, the density or intensity of use, the maximum height and size of proposed buildings, reservation or dedication of land for public purposes, location of public improvements, and other terms and conditions of development shall be those expressed in this Agreement, the Northwest Roseville Specific Plans and in the Schematic Development Plan. However, the size, configuration, height and location of proposed buildings and particular parcels of the subject property as described or shown in the Schematic Development Plan are illustrative only, and, therefore, subject to change as provided in Section 1(G).

2(A). Permitted Uses. City is bound to the uses permitted in this Agreement only insofar as this Agreement so provides or as may otherwise be provided by the City's laws or ordinances, subject to the limitations of Section 3(F) hereof. City agrees that land use is granted and grants herewith to the subject property as follows: 49.0 acres, more or less, of Business Professional; 46.8 acres, more or less, of Commercial; 15.8 acres, more or less, of Commercial-Recreation; 428.1 acres, more or less, of Residential, providing a total of 2193 dwelling units (with a mix of 1330 units of Low-Density Residential on 339.3 acres, more or less, 203 units of Medium-Density Residential on 50.1 acres, more or less, and 660 units of High-Density Residential on 38.8 acres, more or less); 216.5 acres, more or less, of Urban Reserve; 41.9 acres, more or less, of Park; 11.6 acres, more or less, of Interim Park/Urban Reserve; and 74.2 acres, more or less, of school site reservations, all as more particularly shown in Exhibit "B".

2(B). Density Banking.

The parties acknowledge that as the subject property develops and tentative subdivision maps are approved and final subdivision maps are recorded, the actual densities realized for some of the parcels may be less than the planned densities set forth in the Specific Plan. The City agrees that, notwithstanding the City's standard policy that any underutilized units be forfeited to the City, in consideration of this Agreement, Landowner may retain units

from a parcel to be subdivided (to the extent that the actual density is less than the planned density therefor; an "underutilized parcel") for the purpose of relocating and developing such unused units within the Plan Area, pursuant to the procedures set forth in this Section 2(B). The amount of any unused units shall be determined upon approval of the final subdivision map for each underutilized parcel and the total thereof (less the amount of any units relocated pursuant to the provisions below) shall be maintained by the Planning Department.

Any proposed relocation of unused units shall be given in writing to City when Landowner files an application for a tentative subdivision map for a parcel within the Plan Area proposed to receive any of the unused units (the "receiving parcel"). Any such proposed relocation shall require the approval by the City of a Specific Plan Amendment and General Plan Amendment for the receiving parcel, which required approval shall be subject to appropriate environmental review thereof, considering the EIR described in paragraph 4 of the Recitals hereto and any supplemental environmental analysis related to the Plan Area. The parties agree that in considering any such proposed relocation, the City shall retain its normal discretion to approve or disapprove any such General Plan Amendment, Specific Plan Amendment, tentative map, site plan or other land use application required as part of the proposed relocation. Provided however, the approval or disapproval of any proposed relocation of unused units to any portion of the Plan Area designated as Urban Reserve by the Specific Plan shall be at the City's sole, arbitrary and absolute discretion.

The City acknowledges and agrees that Landowner may make as many applications for such relocations as it may desire. Landowner's ability to have the necessary entitlements reviewed and acted upon by the City shall not be limited by any limitation subsequently enacted by the City regarding amendments to its General Plan or Zoning. Furthermore, in consideration of Landowner's parkland dedications, support for the landscape and lighting district described herein, and affordable housing participation hereunder, any such relocated units shall not be required to make any additional parkland dedications, shall be entitled to the park fee credits described herein, and shall not be required to satisfy any additional affordable housing requirements.

2(C). Additional Density.

The City acknowledges hereby that the provisions of Section 2(B) above are not intended to limit the potential development of those portions of the subject property designated as Urban Reserve. In particular, in the event the City amends its General Plan to allow for additional growth within its boundaries, the Urban Reserve portion of the subject property shall not be precluded hereby (because of its ability to receive units that become available within the Plan Area) from seeking entitlements related to such planned additional growth.

2(D). Affordable Housing. Landowner shall comply with the adopted Housing Element of the City General Plan, as implemented by the policies and strategies set forth in the NWRSP.

To make housing opportunities affordable for low-income and very low-income households, Landowner agrees that, with respect to each multi-family Parcel described in Exhibit "C" hereof and upon the application of a building permit for development thereof, Landowner shall offer the corresponding percentage of units therein to the City for low-income and very low-income affordability, provided Landowner may, subject to the approval of the City, transfer the obligation to provide such low-income and very low-income units to other multi-family parcels within the Plan Area and correspondingly reduce the obligation of one or more parcels described in Exhibit "C." Such low-income and very low-income affordability shall be subject to an agreement with the City, specifying the number of units to be reserved and the period of such reservation, provided the City shall compensate Landowner for two-thirds (2/3) of the net present value (discounted at a reasonable rate of interest based on the length of such reservation) of the loss of rental revenue that would be expected to accrue over the period that such units are reserved. Such compensation may be made in cash, by fee reduction, by an increase in value attributable to a density bonus, or any other form agreeable to the Landowner and City; such compensation shall be paid within the later of (i) nine (9) months after Landowner applies for a use permit to construct multi-family units thereon, or (ii) one (1) month after Landowner applies for a building permit therefor. The offer of such units within a Parcel for low-income and very low-income affordability shall expire and Landowner's obligation with respect thereto shall be deemed satisfied if the City fails to enter into such an agreement with Landowner within six (6) months after Landowner applies for a use permit to construct multi-family units, unless such failure is due to any failure of Landowner to deal in good faith; provided, the City may elect to reserve less than the total number of units designated for such Parcel for low-income and very low-income affordability, based on the level of compensation that can then be provided by the City, and provided further, if the needed subsidies are not then available for the entire reservation, the City may defer such reservation (or the unfunded portion thereof) for a period not to exceed twelve (12) months from the date of completion of the development of the entire Parcel. In the event of any such deferral, Landowner shall not be restricted from renting any of its units within its development unless and until the City and Landowner agree to the number to be reserved and the period of such reservation (and to the compensation therefor calculated in the manner described above) with respect to such deferred units; upon such agreement, for units then available and as units become available, Landowner shall offer such units to the City pursuant to the reservation agreement. For purposes hereof, units will be deemed to "become available" if the tenant voluntarily elects to vacate the premises. If no agreement is reached between Landowner and City with regards to the deferred units by the end of the

deferral period, the affordability requirements for such Parcel shall be deemed satisfied, unless such failure is due to any failure of Landowner to deal in good faith.

For purposes of making housing opportunities affordable for middle income households, Landowner agrees that, upon the development of each single-family Parcel described in Exhibit "C", the corresponding percentage of units therein will be priced, at the time of sale, at or below the price that would then be affordable to a middle-income household (the "affordable units") and Landowner shall use its best efforts to sell such units to qualifying middle-income households. Such best efforts shall include, without limitation, (i) special advertising prior to the release of the affordable units for sale indicating the availability thereof to middle-income households, (ii) maintenance of a waiting list of middle income households seeking housing opportunities in Landowner's development(s), notification of such persons (and any such households provided by the housing coordinator for the City) prior to any release of affordable units, and the pre-release, by at least one day, of such affordable units to such notified households and (iii) for any affordable units for which contracts of sale are not entered into with middle income households after the above efforts, Landowner shall not enter into any contracts of sale for such available units, except for any middle-income purchasers, for one week after the release of the units to the general public; thereafter, if Landowner is still unable to attract qualifying middle-income purchasers for any remaining affordable units, Landowner shall be free to sell such units to the general public. Upon the close of escrow for each sale of an affordable unit to a qualifying middle-income household, Landowner shall notify the housing coordinator in writing of such sale and provide information verifying such qualification as middle-income. If Landowner sells any housing units at middle-income affordable prices to a middle-income household elsewhere within the subject property, then it may credit such sales against its above obligation by giving written notice thereof to the housing coordinator, along with information verifying such qualification as middle-income, and describing the Parcel against which the credit is to be applied. The sale of the applicable percentage of qualified units at such middle income affordable prices and the use of such best efforts to sell to qualifying middle-income households shall satisfy Landowner's obligations hereunder, no resale restrictions shall be required upon such sales, and no subsidies therefor shall be required of City.

2(E). Special Requirements Within the Plan Area.

2(E)(1). Park and Ride. Development of Parcel 68 of the subject property shall, at Landowner's expense, comply with the park and ride location requirements described by Policy 5, pg. 4-20, of the Specific Plan.

2(E)(2). Transportation System Management (TSM). All employers operating within the subject property shall comply (i) with the City TSM ordinance, including without limitation, any and all amendments thereto adopted after the date of this Agreement, (ii) with the TSM policies and elements described for the Plan Area on pgs. 4-16 and 4-17 of the Specific Plan, and (iii) with policy 4 described on pg. 4-20 of the Specific Plan, all in order to use their best efforts to achieve the trip reduction levels assumed in the EIR described in Section 4 of the Recitals.

2(E)(3). Trees. Landowner agrees to be bound by the tree policies described in Section 5.3.1 of the Specific Plan.

2(E)(4). Regional Air Quality. Landowner agrees to use its best efforts to comply with the existing and with the pending amendment of the regional air quality plan, once such amended plan is adopted by the City, provided such amended plan is applied uniformly throughout the City. If and when such amended plan is adopted by the City, this Agreement shall be amended to incorporate the applicable provisions thereof.

2(E)(5). Mello-Roos Notification. Prior to Landowner's recordation of any final subdivision map for a single-family parcel within the subject property, Landowner shall provide written notice to the Finance Director of City stating the number of lots contained within said subdivision. If the number of lots contained therein is less than the number described for such parcel in the Specific Plan, then such notice shall also state the number of available units, if any, that have been approved by the City for transfer pursuant to Section 2(C) hereof, the parcel(s), if any, to which such density has been transferred and which is assuming the special tax obligation associated therewith, and any adjustment to the maximum per-parcel special tax, due to any such transfer, as such adjustment is described in the tax methodology for the pending CFD. Also, if the number of lots created by such subdivision is less than the planned density therefor, then upon recordation thereof, Landowner shall also record a notice to prospective purchasers, in a form acceptable to the City Attorney, stating the actual maximum annual special tax that may be levied by the CFD on each lot within said subdivision, as such maximum special tax is subject to redetermination pursuant to the tax methodology for said CFD.

2(E)(6). Cooperation with Potential Junction/Baseline Realignment. Landowner acknowledges that the City may want to reconsider the approved alignments of and location of land uses along Baseline Road, Cook-Riolo Road and Junction Boulevard and Landowner agrees to cooperate with any such reconsideration and meet with the City thereon. City agrees that any such reconsideration shall be initiated within six (6) months of the date of this Agreement.

Section 3. OBLIGATIONS OF PARTIES

3(A). Dedications, Improvements, Credits.

3(A)(1). Documents. Within one hundred fifty (150) days of execution of this Agreement and adoption of the NWRSP, Landowner shall execute and deliver to City documents in proper form to meet the obligations as specified in this Section. With respect to dedications and conveyances of parcels and easements, at the time of each such dedication or conveyance, the parcel or easement being dedicated or conveyed shall be free and clear of (i) all monetary liens or encumbrances, except the City shall take title to the municipal golf course and to any easements within the subject property subject to the existing liens related to the Roseville/Foothills Boulevard Assessment District and the Roseville/Foothills Boulevard Extension Assessment District, and (ii) all non-monetary encumbrances, including without limitation any private development standards or CC&Rs, except for any such encumbrances existing prior to the date of this Agreement that do not interfere with the City's use of such parcel or easement.

3(A)(2). Park and Bike Trail Dedications. Within one hundred fifty (150) days of execution of this Agreement and adoption of the NWRSP, Landowner shall dedicate and convey to City and City shall accept:

(a) A parcel of 28.153 acres, more or less, located at the southwest corner of Pleasant Grove and Cook-Riolo Road for use as a City-wide public park, as shown on the Schematic Development Plan and identified as a portion of Parcel 74;

(b) A parcel of 9.299 acres, more or less, shown on the Schematic Development Plan as Parcel 30, for use as a public park;

(c) A parcel of 4.462 acres, more or less, shown on the Schematic Development Plan as Parcel 65, for use as a public park; and

(d) Bikeway easements within and through the WAPA powerline easement, the exact route and legal description of which shall be mutually agreed upon by the Landowner and City within said 150 days, provided such period may be extended in order to obtain any necessary consent thereto from WAPA.

City acknowledges that Landowner has also dedicated, in advance of this Agreement, parcels of 6.8 and 7.3 acres, more or less, shown on the Schematic Development Plan as Parcels 45 and 60, for use as public parks, and that such dedications shall be credited towards Landowner's park dedication requirements associated with the development entitlements granted hereunder.

City agrees hereby that the dedication described in subsection (a) above satisfies the Landowner's City-wide park dedication requirements for the approved development of the subject property, in consideration of which, Landowner shall receive the credit for such parkland dedication provided by the City-wide park fee ordinance, as such credit may be changed from time-to-time, but which credit shall in no event be less than \$372 per single-family or multi-family dwelling unit. City also agrees that the dedications of the other park sites described above satisfies the subject property's neighborhood dedication requirement and, in combination with the Landowner's agreement to support the formation of the lighting and landscape district described in Section 3(B) that will fund park improvements within the Plan Area, Landowner shall receive a complete credit against, and have no obligation to pay, the Residential Construction Tax, as may be amended, with respect to its construction of any of the residential units permitted hereunder within the NWRSP. Furthermore, City agrees that any Residential Construction Tax collected by the City from other developers within the Plan Area shall be used within the Plan Area for acquisition and/or development of park land therein.

3(A)(3). Interim Park Reservation. In addition to the above dedications, Landowner shall reserve an opportunity for the City to purchase the Interim Park/Urban Reserve, consisting of 16.0 acres, more or less, and shown as a portion of Parcel 75 on the Schematic Development Plan. Such reservation shall expire two (2) years after the effective date of this Agreement, provided the City may extend this reservation an additional two (2) years by giving written notice thereof to Landowner prior to the expiration of said two (2) years. The purchase price shall be equal to the fair market value of the property determined as of the City's written exercise of such opportunity to purchase. In the event of such exercise, the purchase price shall be determined by appraisal in accordance with the appraisal provisions attached as Exhibit "D", and the purchase shall close within one hundred twenty (120) days of such determination. If the reservation is allowed to expire, the property shall be thereafter deemed to be Urban Reserve and no further action of the City shall be necessary to affect such change.

3(A)(4). School Site Reservation. Landowner agrees to comply with the City of Roseville School Facilities Component of the Public Facilities Element of the General Plan. In recognition of the intent of the Dry Creek School District ("Dry Creek") to reserve sites for schools in accordance with the NWRSP, Landowner shall reserve an opportunity for the Dry Creek to purchase the school sites within the subject property shown as Parcels 29 and 59 on the Schematic Development Plan. The reservations for the such sites shall be accomplished by Landowner entering into separate lease/option agreements with Dry Creek. So long as Landowner is not in default of its obligations under the lease/option agreements with Dry Creek, Landowner shall be deemed to be in compliance with its obligations hereunder to reserve such school sites for Dry Creek. Landowner acknowledges that Dry Creek may need a contingency site

within the Plan Area for an additional elementary school and agrees that the provisions of this Section 3(A)(4) shall not preclude Dry Creek from purchasing any such site within the subject property, provided any such purchase would be either by mutual consent of the parties or by condemnation by Dry Creek.

Landowner further agrees hereby to reserve an opportunity for the Roseville Joint Union High School ("Roseville Union") to purchase the high school site within the subject property shown as Parcel 71 of the Schematic Development Plan. Such reservation shall expire two (2) years after the effective date of this Agreement. The purchase price shall be equal to the fair market value of the property determined as of Roseville Union's exercise of such opportunity to purchase and in accordance with State appraisal requirements. In the event of such exercise, the purchase shall close within one hundred twenty (120) days of the determination of such value. Landowner and Roseville Union intend to enter into a separate lease/option agreement regarding this high school site and, accordingly, notwithstanding anything to the contrary herein, the provisions of this paragraph regarding the reservation and purchase of the high school site shall be superceded and of no further force or effect upon the execution of any such lease/option agreement between Landowner and Roseville Union and the recordation of a memorandum thereof against the Parcel 71.

Because of the recent failure of a Mello-Roos election for school facilities, Roseville Joint Union High School ("Roseville Union") is concerned that additional mitigation for high school facilities, as the need for such mitigation is noted in the EIR, needs to be in place prior to development of the Plan Area. Landowner agrees to meet and confer in good faith with Roseville Union to review and establish the extent of Roseville Union's need for such additional mitigation and try to reach a mutually satisfactory solution, in conjunction with other large landowners within the City of Roseville, for satisfying any such need. Potential solutions may include, but are not necessarily limited to, resubmission of the Mello-Roos election to the City voters, or establishment by the City of some alternative financing mechanism that provides equitable District-wide mitigation (to the extent the City has the legal authority to do so). Landowner and Roseville Union agree to use their best efforts and due diligence to review and establish the extent of Roseville Union's need and develop any necessary District-wide mitigation that is mutually acceptable to them and other affected landowners, all within three (3) months from the date of this Agreement. In the event such need cannot be established and/or such agreement on the best solution cannot be reached between the affected parties within such time, or at any time prior thereto, Landowner or Roseville Union may request that the City, through its City Manager, facilitate and/or mediate such discussions to assist in the resolution thereof.

If Landowner and Roseville Union are still unable to reach an agreement acceptable to all affected parties within six (6) months of the date of this Agreement, then City may impose a fee on development within the subject property (excluding any portion thereof with respect to which a subdivision map creating single-family lots therein has been approved prior to the date of this Development Agreement) to mitigate the impact of development of the subject property on Roseville Union (or implement any other equitable financing solution that it deems appropriate), based on the need established by Roseville Union for such mitigation, provided any such mechanism or solution shall be established no later than one (1) year from the date of this Agreement, and provided further that any such fee shall be imposed (to the extent required for mitigation) on any other properties in the Plan Area and in the North Central Plan Area, if and when the City enters into a Development Agreement with respect thereto, and on any other undeveloped properties within the City, to the extent the City has the legal authority to do so. Landowner may protest, during the hearings on the adoption of such fee (or solution), the area proposed to be included by the fee and the amount of the fair share allocated by the City to the subject property in establishing such fee, provided that Landowner shall pay any such fee or surcharge and/or participate and fully support any solution that is finally adopted by the City Council of the City. All residential subdivision maps or multi-family projects approved after the date of this Development Agreement shall be subject to any such fee (or solution) and, in any event, Landowner shall be responsible for the amount of any such fees that cannot be collected due to any sale of homes or completion of units prior to such adoption; any such responsibility may be paid by Landowner or may be spread to the balance of the subject property that has not then been sold or developed.

In addition to such reservation and agreements, Landowner has entered into a separate Advanced Funding Agreement with Dry Creek to provide funds thereto in advance of formation of the CFD described in Section 3(A)(8) to assist Dry Creek in its participation in the CFD and in the planning for its facilities. Landowner has also agreed to support including within the CFD funds for the acquisition, construction and equipping of the first elementary school facility planned for construction within the Plan Area. Landowner further agrees to pay, upon issuance of building permits within the subject property, the school fees currently authorized to be collected by State law upon the issuance of building permits, including without limitation, the annual adjustments allowed to be made to such fees. Landowner agrees that, for purposes of determining the amount of square footage within a residence (which square footage determines the amount of the fee to be paid upon permit issuance), the amount of hall, bathroom and closet space shall be included therein, and garage space shall be excluded therefrom, notwithstanding any change in interpretation of State law authorizing these fees, provided however, if any such change in interpretation or in the fee program would result in a greater fee

being collected upon permit issuance and either Dry Creek or Roseville Union is required by the State to collect such greater fees in order to participate in any matching programs, then Landowner shall pay the greater amount.

Notwithstanding anything to the contrary in Section 1(D) hereof, Landowner and City agree that Dry Creek is and shall be an intended third-party beneficiary of this Section 3(A)(4). Similarly, Roseville Union is and shall be an intended third-party beneficiary of this Section 3(A)(4).

3(A)(5). Electric Powerline Dedications. Within one hundred fifty (150) days of execution of this Agreement and adoption of the NWRSP, Landowner shall execute and convey and City shall accept (i) two (2) twenty-five (25) foot easements within the subject property for utility transmission purposes, adjacent on each side (but not combined on one side) of the existing WAPA powerline, (ii) one (1) twenty-five (25) foot easement generally along the western boundary of the Plan Area (provided the City will require only twelve and one-half (12.5) feet if the Landowner can obtain the agreement of adjacent property owners to assume the balance thereof on the properties located to the west of the Plan Area), and (iii) an easement along the landscape corridor, with an additional five (5) feet more or less, along a portion of Baseline Road, the location of which easements is more particularly shown on Exhibit "E" hereof. The City is considering the potential elimination of one of the 25-foot easements described in (i) above along a portion of the WAPA corridor, which elimination is dependent upon a relocation of power lines to the north and which shall be subject to the approval of the Electric Utility Director. In addition to such easements, Landowner is agreeing by separate agreement with another landowner in the Plan Area to share in the cost of dedication to the City of certain real property to be used for an electric substation.

Reasonable access to the easement shall be provided in such a manner to permit the performance by the Department of construction, maintenance and repair of its facilities within its easements. Any manmade obstructions constructed after the date of this Agreement which would prevent the Department from performance of such construction, maintenance or repair shall be removed at Landowner's sole expense.

3(A)(6). Circulation Dedications and Standards. Within one hundred fifty (150) days of execution of this Agreement and adoption of the NWRSP, Landowner shall grant and convey, in further consideration of the land use granted herein, that portion of its property as may be required for the construction of the circulation improvements enumerated in Section 3(A)(7) hereof. The standards for the circulation improvements set forth in this Section, and the rights of way required therefor, shall be as set forth in the NWRSP, as finally determined by the Director of Public Works. Any such determination shall not expand the scope of the improvements and the amount of right-of-way set forth in the NWRSP, unless any such

change is due to an amendment to the NWRSP and/or transfer of units that affects the need for additional circulation improvements.

3(A)(7). Improvements. Landowner shall pay or provide financial security acceptable to the City for its fair share of the costs to construct the following improvements. With respect to any landowner within the Plan Area who does not participate in the CFD described in Section 3(A)(8), the City shall use its best efforts to require such landowner to pay its fair share of the Plan Area's responsibility of the following improvements in proportion to the benefit derived by its property.

(a) Sewer Improvements. Sewer improvements involving extensions, hook-ups, lift-stations, and main facilities shall be constructed as described in Exhibit "F". Landowner acknowledges that City is developing an ordinance to impose a sewer surcharge, to be assessed and collected upon the issuance of building permits, to raise funds for construction of additional transmission facilities to connect the existing regional sewer treatment plant with the communities of Roseville, Rocklin and Placer County. In conjunction therewith, City is also developing an annexation fee for those portions of the Plan Area that are not currently located within the North Roseville/Rocklin Sewer Assessment District. Landowner agrees that this Development Agreement shall not excuse or waive Landowner's obligations under said ordinance and that Landowner shall pay such surcharge (and fee, for those portions of the subject property not within the District) on all building permits within the subject property issued after such ordinance becomes effective. The City shall adopt said ordinance within one (1) year of the date of this Agreement, provided the City may extend such time for adoption an additional six (6) months by giving written notice of the need for such extension to Landowner; otherwise, with respect to any adoption of such ordinance thereafter, the City agrees to be solely responsible for the share of any funds that would have been raised had the ordinance been in effect by such time for adoption, as may be extended. Landowner may protest, during the hearings on the adoption of such ordinance, the area proposed to be included by the surcharge and the benefit allocation used to establish the amount of such surcharge (and fee), provided that Landowner shall pay the surcharge that is finally adopted by the City Council of the City.

(b) Water Improvements. City acknowledges that a trunk water main as described in Exhibit "G" would be adequate, on an interim basis, to serve the needs of the Plan Area and that the cost of such facility is estimated to be \$1.425 million. Landowner agrees to support (and not oppose or protest) the inclusion of said \$1.425 million in the pending CFD to fund the Plan Area's share of the water facilities to be built, provided that the City may (but shall not be obligated to) elect to build an alternative system depending upon (i) its election to

provide for the North Central and/or the North Industrial Plan Areas of the City and/or (ii) its ability to obtain funding therefor from other landowners. If the City obtains such participation and installs an alternative system such that the Plan Area's proportionate share of the cost thereof is less than said \$1.425 million, then remaining funds shall be used to pay the Plan Area's reimbursement obligations described below.

The parties further acknowledge that in consideration of trunk water main improvements required to serve the Plan Area to be installed by others, the Plan Area is responsible to reimburse such other developers for the Plan Area's share of the costs of such improvements for the benefit derived thereby. The parties agree that such reimbursement obligation shall be provided by a water surcharge to be collected on the issuance of each building permit within the Plan Area. Such surcharge shall initially be equal to \$250.00 per single-family dwelling unit equivalent ("due"), provided City acknowledges that the amount of such surcharge may decrease, down to but not less than \$100.00 per due, depending on the level of participation by the City and other landowners in the installation of an alternative water system. Landowner agrees to cooperate with the City in the adoption of such ordinance (and any necessary amendments thereto) and, upon adoption thereof, Landowner agrees to pay the surcharge, in the amount and when required thereby. The City shall adopt said surcharge ordinance within six (6) months of the date of this Agreement, provided the City may extend such time for adoption an additional three (3) months by giving written notice of the need for such extension to Landowner; otherwise, with respect to any adoption of such ordinance thereafter, the City agrees to be solely responsible for the share of any funds that would have been raised had the ordinance been in effect by such time for adoption, as may be extended.

(c) Drainage Improvements. Prior to the development of any parcel(s), including without limitation the approval of a subdivision map, use permit or site review for any such development, a drainage plan shall be prepared at the expense of the Landowner for the Pleasant Grove Creek watersheds. Such drainage plan shall be designed to ensure that the proposed development will meet the requirements of the City's Department of Public Works standards, and shall be subject to the review and approval of the City Council. Landowner shall be responsible for the costs (or pro-rata share thereof) of installing all improvements required by said plan, to the extent such improvements benefit the subject property. City shall use its best efforts to facilitate the cooperation and coordination of all affected property owners in the design and preparation of the drainage plan (including without limitation, property owners located outside the Plan Area) and shall use its best efforts, upon completion of the drainage plan and identification of necessary improvements related

thereto, to create an equitable financing mechanism to fund those drainage improvements that benefit more than the subject property. Furthermore, Landowner shall be responsible for its pro-rata share of the cost to design and construct the retention basin proposed within the golf course property, to the extent such improvement benefits the subject property, as such pro-rata share is determined by the Director of Public Works in accordance with sound engineering practices.

(d) Street Improvements. Street improvements to be constructed hereunder involve major arterials and collectors to service the subject property, as described in Exhibit "I". A major street plan for the NWRSP consists of five (5) major arterials; Foothills Boulevard, Pleasant Grove, Baseline Road, Cook-Riolo Road, and Junction Boulevard, and includes two (2) major collector streets; Country Club Drive and Wakefield Drive. Foothills Boulevard will be a six-lane arterial throughout the Plan Area and Pleasant Grove will be a six-lane arterial from its intersection with Cook-Riolo Road to the eastern edge of the specific plan boundary (the balance of Pleasant Grove, as shown on Exhibit "B", will be a four-lane arterial). Baseline Road, Cook-Riolo Road and Junction Boulevard will be four-lane arterials and Country Club Drive and Wakefield Drive will be two-lane collectors.

(i) Except as otherwise set forth below, Landowner shall be responsible for the costs associated with paving the first (1st) lane (eighteen (18) feet, except as otherwise set forth below) of each street, and Frontage Improvements, for the portion of such streets that abut the subject property. For purposes of this Agreement, the first lane of paving for Country Club Drive and Wakefield Drive shall be deemed to be twenty-one (21) feet and the first lane of paving for Baseline Road shall be deemed to be twenty-seven (27) feet. Landowner shall also be responsible for the costs associated with the construction and installation of the landscaped median to be located within Pleasant Grove Boulevard, which landscaping shall be installed upon completion of the paving and median.

To finance the additional lanes of paving for the streets within the Plan Area, Landowner shall be responsible for paying the adopted City-wide Street Improvement Fee, to be collected upon issuance of building permits, the amount of which fee is \$2,185 per equivalent single family dwelling unit within the Plan Area, subject to adjustment as provided in the adopting ordinance. Because the subject property has previously financed the construction of four (4) lanes of Foothills Boulevard and because the pending CFD will be installing facilities that would otherwise be funded by said fee, Landowner shall receive a credit against such Traffic

Mitigation Fee upon the issuance of building permit(s) within the subject property (or reimbursement shall be paid from the Traffic Mitigation Fee to any developers within the subject property who are issued building permits prior to the establishment of such credit), provided the amount of such credit shall be determined by the City by an amendment to the Traffic Mitigation Ordinance. The amount of such credit is estimated to be approximately \$415 per edu. City agrees that it shall use its best efforts to adopt such amendment within one hundred eighty (180) days of the date hereof.

(ii) The City shall be responsible for the costs associated with construction of all additional lanes to Pleasant Grove, Baseline Road, Cook-Riolo Road and Junction Boulevard, where said streets are within the Plan Area. The City shall also be responsible for the costs associated with paving the first (1st) lane (18 feet, except as noted above) of each street, and Frontage Improvements, and one-half (1/2) the costs of utilities (lateral water, sewer, storm drain and electric, but not collector or trunk facilities) for the length of each street (other than the major streets described above, the construction of which is intended to be funded by the CFD described in Section 3(A)(8)), within the Plan Area that abuts the park properties described in Section 3(A)(2); to the extent such improvements are installed by the Landowner, the City shall reimburse the costs of such installation from the funds to be collected from the landscape and lighting district, as such funds become available. Also, the City shall be responsible, at its sole cost, for relocation of the existing powerlines along Baseline Road and for any relocation of the existing powerlines within the proposed municipal golf course associated with the development thereof.

(e) Electric Improvements. Landowner, at its sole expense, shall extend electrical facilities to serve all traffic signals and street lights and install street lights within the Plan Area. Other electric improvements, including conduit within all streets within the Plan Area, stubs within the Frontage Improvements and the electrical facilities within such conduit and stubs, shall be installed at the Landowner's sole expense, in accordance with the Electric Department Specifications entitled City of Roseville Electric Department Specification for Commercial Construction, as they may be revised at the time of Landowner's installation. The installation of all electrical facilities within the easements described in Section 3(A)(5) and the electric receiving station shall be at the City's sole expense.

(f) Highway 65 Interchanges. Landowner agrees hereby that it shall not oppose or protest, shall waive any provisions of the Majority Protest Act if applicable, and shall support, the formation of any financing mechanism (including without limitation, an assessment district or fees based on traffic generation) that may be adopted by the City or the pending regional transportation agency for the purpose of funding the Plan Area's fair share of the Pleasant Grove/Highway 65 Bypass Interchange and/or its fair share of the Blue Oaks/Highway 65 Interchange. Landowner may protest, during the hearings on the formation of such mechanism, the area proposed to be included thereby and the benefit allocation used to establish the amount to be paid or assessed to the subject property, provided that Landowner shall agree to the assessment or pay the fee that is finally adopted by the City or agency.

(g) Public Improvements. City agrees that all public improvements to be installed within the Plan Area and the electric substation to be installed to serve the Plan Area (but located to the west thereof) will utilize similar design standards as adjacent private development. Such standards shall include similar landscaping, frontage improvements, walls and fences, architectural style and building materials. Such design shall be coordinated with the Planning Director of the City to insure consistency with this Agreement. In consideration thereof, Landowner agrees that it shall not impose any private development standards or CC&Rs or other such restrictions on development on any portion of the subject property to be dedicated hereunder to the City or other public entity for public use.

(h) Municipal Golf Course. Landowner agrees that, in consideration of the City's commitment to fund the construction of the municipal golf course within the Plan Area, if at any time during the construction and initial operation of such course the City needs additional funds to cover any funding shortfall not otherwise covered by the financing to be obtained by the City therefor, the City may levy and use any available special tax increment, up to but not in excess of such shortfall, but in no event greater than \$250,000 per annum, provided the City's ability to levy and collect any such increment shall be limited to four (4) consecutive years, commencing with the first levy of the special tax by the CFD. The available special tax increment, if any, will be equal to the difference between the maximum permitted tax for the parcels within the CFD and the actual tax calculated therefor pursuant to the tax methodology for the district, as more particularly described therein.

3(A)(8). Community Facilities District. Landowner, in conjunction with other landowners in the Plan Area, is supporting and hereby agrees to continue its support for the formation of a

Community Facilities District ("CFD") to finance the improvements identified in Exhibits "F" through "I" hereto (excluding the Frontage Improvements and one (1) lane of paving adjacent thereto), plus the electric improvements identified as Landowner's responsibility in Section 3(A)(7)(e), in order to satisfy Landowner's improvement obligations described in Section 3(A)(7) above. Landowner agrees that in determining the maximum special tax to be imposed against the subject property and other property in the Plan Area, it shall support the exclusion by the City of all portions of the subject property to be reserved or dedicated for public use from the levy of such special tax.

3(A)(9). Timing of Development. Subject to the provisions of Section 3(C)(3), development of the subject property may proceed at the time that improvements referred to in this Section are completed or when a method to finance Landowner's pro rata share of the cost of the extension of such services and installation of improvements has been provided or assured, provided with respect to Landowner's obligations under Section 3(A)(4), such development may proceed as long as Landowner is not in default of any of its obligations thereunder, and provided further that the Frontage Improvements (and one (1) lane of paving adjacent thereto) abutting any parcel of the subject property shall not be required to be installed until such time that development has commenced thereon. The City acknowledges that the formation and funding of the CFD described in Section 3(A)(8) which provides for such installation will satisfy the requirement to provide the financial assurances required by City pursuant to this Section 3(A)(9).

3(B). Landscape Corridors.

3(B)(1). Description of Corridors. Landowner, upon development of each parcel within the subject property or earlier on demand of City, shall dedicate to the City the following landscape corridors abutting single-family parcels within the subject property and shall execute an open space easement or restrictive covenant in favor of the City establishing and preserving the following landscape corridors abutting such multi-family and non-residential parcels. Because a portion of the public right of way for each of the streets described below is planned to be landscaped, the width of such required dedication, easement or restrictive covenant shall be the amount which, when added to the width proposed for landscaping within the right of way, provides the total landscape corridor width set forth below.

(a) A landscape corridor, 50 feet in width, more or less, adjacent to multi-family and commercial uses and 30 feet in width, more or less, adjacent to single-family uses, on the west side of Foothills Boulevard.

(b) A landscape corridor, 35 feet in width, more or less, adjacent to multi-family and commercial uses on both sides of Junction Boulevard, Cook-Riolo Road, Country Club Drive and

Wakefield Way (except for the portion thereof east of Country Club Drive) and on the north side of Baseline Road.

(c) A landscape corridor adjacent to single-family uses, 25 feet in width, more or less, on both sides of Junction Boulevard, Cook-Riolo Road and Country Club Drive and on the north side of Baseline Road.

(d) A landscape corridor 13.5 feet in width, more or less, on the southern side of Wakefield Way, and encompassing the entire area from back of curb of the existing channel on the northern side of Wakefield Way, for the portion thereof east of Country Club Drive.

3(B)(2). Installation and Maintenance. Landscaping for residential, commercial, office or any other private use to be developed within the subject property shall be installed by Landowner, in accordance with the Landscaping Design Guidelines to be submitted to the City for approval within thirty (30) days or execution hereof.

(a) Landowner shall submit to City, as parcels are developed, final landscaping plans which shall be subject to review and approval by the Planning Director of the City and shall be consistent with the Landscaping Design Guidelines to be approved by the City.

(b) Landowner shall record Conditions, Covenants, and Restrictions, (CC&Rs) which require the owner of any property adjacent to the landscape corridors described in 3(B)(1) where the same abut any portion of subject property zoned for multi-family, commercial or office uses to maintain any landscaping located within the landscape corridor in the same or better condition as when initially installed. The provision in such CC&Rs which imposes such maintenance requirement shall be in a form approved by the City Attorney, provided such approval shall not be unreasonably withheld. Such maintenance provisions shall include the following:

(i) That any association of commercial landowners (or Declarant) shall have the authority, including but not limited to legal actions, to enforce the landscape maintenance provisions of this section and to assess the association members (or property owner) for enforcement costs.

(ii) That City shall have standing, as agent of the association (or as intended third-party beneficiary of Declarant), to bring any action in the name of the association (or Declarant), to the extent the association (or Declarant) has the authority to do so.

(iii) That in the event City, as agent for the association (or Declarant), prevails against a party and obtains a judgment, City shall be entitled to its costs of suit and reasonable attorneys' fees, in addition to any damages awarded in such judgment. Judgment shall be against the party individually, and may be recorded as a judgment lien against the property, at the option of City.

(iv) That in the event of any failure to comply with any of the maintenance provisions, the City may elect, but shall have no obligation, to perform the maintenance work required and recover its costs therefor, plus an amount equal to fifty percent (50%) thereof as liquidated damages therefor.

(c) Landowner shall maintain, until formation of the district described in Section 3(B)(3)(a) below, all landscaping installed within any landscape corridor that is adjacent to portion(s) of the subject property zoned for single-family use in the same or better condition as when initially installed.

(d) Landowner shall support formation of the landscape and lighting district described below, provided (i) the maximum annual assessment by such district shall not exceed \$100 per single family lot or parcel zoned for single-family use and (ii) no amounts shall be assessed against multi-family or non-residential uses within subject property. In consideration of such support and the park dedications described in Sections 3(A)(2), and upon the formation of such district, the Landowner shall receive a full and complete credit against the City's Residential Construction Tax, notwithstanding any changes or increases thereto that may be made during the term of this Agreement. City further acknowledges that such agreement to support the formation of the assessment district to fund the maintenance and improvements described below is in-lieu of any landscaping or park fee (except for the portion of the City-wide park fee agreed to be paid by Landowner pursuant to Section 3(A)(2)) or any other charge that may be assessed against development to fund the maintenance of public landscaping or the acquisition, development and/or operation of the City parks. In consideration thereof, the City will not, during the term of this Agreement, levy, collect or otherwise impose any such landscape maintenance and/or park fee (except for said portion of the City-wide park fee) or other such charge upon any development within the subject property, so long as Landowner is not in default of this agreement to support the formation of said district and such development is in accordance with this Agreement, unless any such fee is imposed City-wide (or throughout the Plan Area) upon developed and undeveloped property.

3(B)(3). City Obligations Respecting Landscaping. Landscaping pursuant to this Section 3(B) requires that the City shall:

(a) cause to be formed an assessment district pursuant to the Landscaping and Lighting Act of 1982, Section 22500 et seq., of the Streets and Highways Code to provide for the maintenance of landscaped medians, for the maintenance of landscape corridors adjacent to residentially zoned portions of the subject property, for the maintenance of the vernal pool preserves identified in the Specific Plan (provided the maximum annual amount therefor shall not exceed \$2,000), and for the installation of park improvements, including without limitation, construction of joint-use recreational improvements with a school district or other public entity (but not for any improvement of the City-wide Park or the municipal golf course) and construction and maintenance of bike trails within the Plan Area. City acknowledges and agrees that the use of such funds from the district shall be subject to the following priorities: first, the maintenance of landscaping installed within the medians and residential corridors; second, the payment of debt service related to the installation of basic park improvements (such as, turf and irrigation), or the installation of such basic park improvements, as neighboring residential projects are developed within the Plan Area; third, the maintenance of the designated vernal pool preserves; and, fourth, the payment of debt service related to the installation of additional park improvements within the Plan Area (including the installation and maintenance of bike trails), or the installation of such additional park improvements (or the creation of reserves therefor), to the extent the other priorities are satisfied. The City may authorize the district to issue debt to fund the construction of any of the above authorized improvements and use the funds generated by the assessments to pay the debt related thereto, so long as the above priorities are maintained. None of these funds are to be used for any costs associated with the acquisition or development of the City-wide Park (Parcels 74 and 75), including without limitation, the cost of frontage, utilities and street improvements in connection therewith, or for the costs of maintenance of park improvements, other than the bike trails.

(b) timely review and approve landscaping plans submitted by Landowner or Landowner's successors in interest. City shall not unreasonably withhold approval of said landscaping plans.

3(C). Review, Approval and Acceptance of Improvements.

3(C)(1). City agrees that it will accept, in good faith, for processing, review, and action, all applications for development permits or other entitlements for use of the subject property in accordance with the Schematic Development Plan and this Agreement, and shall act upon such applications in a timely manner, provided however, notwithstanding anything to the contrary in the provisions

of the Subdivision Map Act of the State of California, Landowner expressly waives the 50-day time limit for action by an advisory agency on a tentative map and further waives the 30-day time limit for action by the legislative body after filing of the report thereon from the advisory agency, provided that the City Council of the City shall act on any tentative map within 150 days of the filing thereof with the City. City also agrees that it will accept, in good faith, for processing, review, and action, any and all engineering design and improvement plans for the construction of the improvements required hereunder and for the development of the subject property, and shall act upon such plans in a timely manner. City shall review such submissions for consistency with this Agreement and the EIR for the NWRSP, all in accordance with the requirements of CEQA.

3(C)(2). City shall inform Landowner in advance, upon request, of the necessary submission requirements for each application for a permit or other entitlement for use, and review the application or schedule the application for review by the appropriate authority in a timely manner, once all required submission materials are accepted as complete by the City. Landowner acknowledges hereby that the City has the authority to charge Landowner fees in an amount necessary to defray costs directly attributable to performing the services described in Section 3(C)(1) above and that this Development Agreement shall not affect such authority of the City.

3(C)(3). If the improvements described in Section 3(A)(7)(a)-(f) have been completed and/or the City has received financial assurances adequate to assure timely completion of such improvements or payment for the applicable share thereof, if Landowner is not in default of any of its obligation under Section 3(A)(4) hereof, and if all other utilities and essential public services are available to the subject property, City shall not refrain from approving subdivision or parcel maps nor shall it cease to issue building permits for the subject property, provided that such approvals or issuances may be conditioned upon Landowner's completion (or provision of financial assurance thereof) of any Frontage Improvements (and one (1) lane of paving, if required hereunder) for the portion of the subject property so approved for development and provided further that the issuance of a Certificate of Occupancy related thereto may be conditioned upon completion of the improvements necessary to serve the portion of the subject property approved for development and upon Landowner's continuing compliance with the obligations set forth in Section 3(A)(4).

3(C)(4). Upon approval of any such development entitlements and/or engineering design and improvement plans, City shall timely review Landowner's construction thereof to ensure compliance with this Agreement and with the conditions of said approval(s). Upon completion of such construction in compliance therewith, City shall, in a timely manner, review such completed work and issue a Certificate of Occupancy, Notice of Completion, final inspection or

other such final approval for the private improvements so completed and accept for ownership and maintenance the public improvements so completed.

3(D). Reimbursement. The City's obligation under this Agreement to reimburse the share of the cost of any improvements benefitting property other than the Plan Area and funded by the pending CFD shall be satisfied in accordance with the provisions of this Section 3(D). Reimbursement shall be paid to the CFD, annually, on or before the City's determination of the special tax for each year of the CFD, to the extent City collects monies from the benefitted properties (which may be by bonds issued by a financing district, or by fees, charges, assessments or taxes levied or assessed by the City, in relation to funding the cost of these improvements). Any such reimbursement shall be paid with interest, at the Engineering News Report Construction Cost Index, stated as of the Date of this Agreement, over the period from the time the improvement is accepted by City until reimbursement is made. To the extent monies collected are required to be shared with other Plan Areas or developers, the CFD shall receive its proportionate share of such monies.

The area of benefit for each improvement shall be determined by the City's Department of Public Works in accordance with sound engineering practices. City shall use its best efforts to assure that no such property owner or user may connect to any improvement or use, or benefit therefrom, unless and until such owner or user has paid to City its proportionate share of the cost thereof. City's obligation to make such reimbursements as described above shall terminate on the date this Agreement terminates, except for any reimbursement funds collected by City prior to such termination, which shall be paid at such time.

3(E). Coordination of Responsibilities. City acknowledges that some of the dedications and improvements in this Section will benefit property within the Plan Area, which property is not contained within the subject property ("other property"). City agrees that for any such improvements and/or dedications, it will use its best efforts to require, as part of its development agreements with the landowners of such other property or through any other similar mechanism, that such landowners share in the cost of such improvements and/or dedications in proportion to the benefit derived therefrom by such other property, and if necessary, reimburse Landowner for costs advanced, improvements constructed, or dedications made for the benefit of the other party.

3(F). Rules, Regulations and Official Policies.

(1) Development of the subject property shall be subject to such rules, regulations, ordinances, and official policies applicable to such development except as otherwise specifically provided herein. To the extent any existing or future rules, regulations, ordinances, or official policies are inconsistent

with the permitted uses, density and intensity of use, height and size of proposed buildings, reservation or dedication of land for public purposes, or the obligation to pay any fee for landscape maintenance or improvements or for park acquisition, maintenance or improvements (other than the portion of the City-wide park fee agreed to be paid hereunder or any such fees applied on a City-wide, or Plan Area-wide, basis), the terms of this Agreement shall prevail, unless the parties mutually agree to amend this Agreement. To the extent any existing or future rules, regulations, ordinances, or official policies, are not inconsistent with the permitted uses, density and intensity of use, height and size of proposed buildings, reservation or dedication of land for public purposes, the obligation to pay any fee for landscape maintenance or improvements or for park acquisition, maintenance or improvements (other than the portion of the City-wide park fee agreed to be paid hereunder or any such fees applied on a City-wide, or Plan Area-wide, basis), or the terms of this Agreement, such rules, ordinances, regulations, or official policies shall be applicable.

(2) This subsection shall not preclude application to development of the subject property of changes in City laws, regulations, plans, or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations. In the event such changes in state or federal laws prevent or preclude compliance with one or more provisions of this Agreement, City and Landowner shall take such action as may be required pursuant to Section 3(G) of this Agreement.

(3) This subsection shall not be construed to limit the authority or obligation of City to hold necessary public hearings, to limit discretion of City or any of its officers or officials with regard to rules, regulations, ordinances, laws, and entitlements of use which require the exercise of discretion by City or any of its officers or officials, provided that subsequent discretionary actions shall not prevent development of the entire subject property for the uses and to the density and intensity of development, as provided by the Schematic Development Plan and the NWRSP.

3(G). Cooperation of Parties, Compliance with Law. The City agrees to cooperate with Landowner in securing in a timely fashion all permits which may be required by City. In the event state or federal laws or regulations enacted after this Agreement has been executed, or action of any governmental jurisdiction, prevent or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps, or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such state or federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the

other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

3(H). Phasing, Sequencing or Moratoria. Landowner acknowledges that in the event of a lack of capacity of any public facility that threatens public health, safety or welfare, City may need to impose, on a City-wide basis, a plan for phasing or sequencing development or a moratorium on development until such facilities become available. Landowner agrees that the City may apply any such required City-wide plan or moratorium on its development, provided however that, as a condition precedent to any such application and in consideration of Landowner's agreement hereunder to install the improvements described herein and to participate in the formation of the financing mechanisms for any necessary expansion of such public facilities, City shall use its best efforts and due diligence to form the necessary financing mechanisms for such facilities and design and complete the improvement and/or expansion of public facilities as needed to support the planned development of the City. Notwithstanding such condition precedent of the City, in the event Landowner fails to complete the improvements (or provide financial assurances of such completion acceptable to the City, through formation and adequate funding with the pending CFD or otherwise), make the dedications or otherwise perform its obligations hereunder, City may impose a plan for phasing or sequencing development or a moratorium on development within the Plan Area and impose such plan or moratorium on Landowner's development of the subject property until such improvements are completed (or the financing therefor is provided), dedications are made or any other obligations are satisfied by Landowner.

3(I). Essence of Agreement. The foregoing obligations are of the essence of this Agreement.

Section 4. DEFAULT, REMEDIES, TERMINATION

4(A). General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty (30) day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate this Agreement pursuant to California Government Code Section 65868 and regulations of the City implementing said

Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867, and 65868 and City regulations implementing such Sections.

Following consideration of the evidence presented in said review before the City Council, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normal scheduled periodic review, said party may give written notice of termination of this Agreement as set forth in this section specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the City may terminate or modify this Agreement.

4(B). Building Permit, Improvements. City may, at its discretion, refuse to issue a building permit for any structure within the subject property if any of the improvements enumerated in Section 3(A)(7) have not been constructed, or if any of the construction has not been funded, or if financial assurances satisfactory to the City for such completion or funding have not been provided.

4(C). Entitlements, Default by Landowner. No subdivision map, use permit, building permit or other land use entitlement shall be issued or application therefor accepted within the subject property if the permit applicant owns or controls any property subject to this Agreement, and if such applicant or any entity or person controlling such applicant is in default of the terms and conditions of this Agreement.

4(D). Annual Review/EIR Monitoring. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement and monitor compliance with the mitigation measures adopted as part of the certification of the EIR for the Specific Plan. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1 and to monitoring of such mitigation measures pursuant to California Public Resources Code Section 21081.6. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement. A finding by City of good faith compliance by

Landowner with the terms of this Agreement and with the EIR mitigation measures shall conclusively determine said issue up to and including the date of said review.

Upon not less than thirty (30) days written notice by the Planning Director of City, Landowner shall provide such information as may be reasonably requested by the Planning Director and deemed by him to be required in order to ascertain compliance with this Agreement. The costs incurred by City for the annual review conducted by City pursuant to this Section shall be borne by City, except for those costs (including without limitation, any costs of consultants necessary therefor) associated with monitoring mitigation measures which are Landowner's responsibility to perform.

In the same manner prescribed in Section 1(D), the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance or results of mitigation monitoring, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to respond orally or in writing regarding such performance and monitoring before the City Council or if the matter is referred to the Planning Commission before said Commission.

If City takes no action within thirty (30) days following the hearing required under Section 30.11 of Ordinance 802, Landowner shall be deemed to have complied in good faith with the provisions of this Agreement. Otherwise, Landowner shall have the burden of proof that it has complied with all mitigation measures which are the Landowner's responsibility to perform.

4(E). Default by City. In the event City does not accept, review, approve, or issue necessary development permits or entitlements for use in a timely fashion as defined by this Agreement, or as otherwise agreed to by the parties, or the City otherwise defaults under the terms of this Agreement, City agrees that Landowner shall not be obligated to proceed with or complete the improvements required under this Agreement, or any phase thereof, nor shall resulting delays in Landowner performance constitute grounds for termination or cancellation of this Agreement, provided that this section shall not limit Landowner's available rights and remedies under Section 4(G) hereof.

4(F). Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to City within thirty (30) days of the

commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

4(G). Cumulative Rights. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

4(H). Applicable Law and Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorney's fees, court costs, and such other costs as may be fixed by the court.

Section 5. HOLD HARMLESS AGREEMENT

Landowner hereby agrees to, and shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, including death, from claims for property damage which may arise from developer's or developer's contractors', subcontractors', agents', or employees' construction of improvements permitted under this Agreement, whether such construction be by Landowner, or by any of Landowner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Landowner or any of Landowner's contractors or subcontractors, provided such indemnity obligations shall not apply to the design, maintenance or operation of any public improvement, once such improvement has been accepted for ownership and maintenance by the City. Landowner agrees to and shall defend, indemnify and hold harmless City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity arising out of this Agreement (exclusive of any such actions brought by Landowner, its heirs and assigns, or City, acting as agent of any landowner's association).

Section 6. PROJECT AS A PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the parties hereto that the development of the entire subject property contemplated by this Agreement is a private development. No partnership, joint venture, or other association of any kind is formed by this Agreement.

Section 7. COOPERATION IN THE EVENT OF LEGAL CHALLENGE

In the event of any legal action instituted by a third party or governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action.

Section 8. GENERAL

8(A). Enforceability Notwithstanding Changes. The City agrees that unless this Agreement is amended or cancelled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation or other entitlement regulation adopted by City, or applicable to City which changes, alters, or amends the rules, regulations, and policies applicable to the development of said property at the time of approval of this Agreement, as provided by Government Code Section 65866.

8(B). Health, Safety and Welfare. The City hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety, and general welfare and is consistent with the General Plan.

8(C). Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms, provisions, covenants and conditions shall remain in full force and effect.

Section 9. CONSTRUCTION

This Agreement shall be subject to and construed in accordance and harmony with Article 30 of Ordinance 802 of the City of Roseville (the Zoning Ordinance) as it may be amended, provided that such amendments do not affect the rights granted to the parties by this Agreement.

Section 10. NOTICES

All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notice required to be given to the City shall be addressed as follows:

Planning Director
City of Roseville
316 Vernon Street
Roseville, CA 95678

Notice required to be given to the Landowner shall be addressed as follows:

Elliott Homes, Inc.
11093 Sun Center Drive
Rancho Cordova, CA 95670
Attn: Harry C. Elliott, III

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

Section 11. AGREEMENT

This Agreement is executed in two duplicated originals, each of which is deemed to be an original. This Agreement consists of thirty-four (34) pages and nine (9) exhibits which constitute the entire understanding and agreement of the parties. Said exhibits are identified as follows:

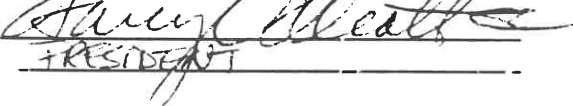
- Exhibit A Legal Description of Subject Property
- Exhibit B Schematic Development Plan
- Exhibit C Affordable Housing Parcels
- Exhibit D Appraisal Procedures
- Exhibit E Electric Easements
- Exhibit F Sewer Improvements
- Exhibit G Water Improvements
- Exhibit H Drainage Improvements
- Exhibit I Street Improvements


Approved this 6th day of October, 1989, by the City Council of the City of Roseville.

CITY OF ROSEVILLE
a municipal corporation

ELLIOTT HOMES, INC.
an Arizona corporation

By: 
Allen E. Johnson
City Manager

By: 
Its: PRESIDENT

APPROVED AS TO FORM

Michael F. Dean,
City Attorney

ATTEST

Helen M. Florance,
City Clerk

State of CALIFORNIA

County of PLACER

SS.

On this the 6th day of October 1989, before me,

Helen Florance

the undersigned Notary Public, personally appeared

ALLEN JOHNSON

known to me to be City Manager of the City of Roseville and known to me to be the person who executed the within instrument on behalf of said public corporation, agency or political subdivision, and acknowledged to me that such political subdivision executed the same.

WITNESS my hand and official seal.

Notary's Signature

Helen Florance



OFFICIAL SEAL
HELEN FLORANCE
NOTARY PUBLIC-CALIFORNIA
PLACER COUNTY
My Commission Expires Nov. 24, 1989

GENERAL ACKNOWLEDGMENT FORM 7110 052

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • Woodland Hills, CA 913

STATE OF CALIFORNIA

COUNTY OF Sacramento

SS.

On this 1st day of August, in the year

Nineteen hundred eighty-nine

Beverly Bylsma, before me,

duly licensed and sworn, personally appeared

Harry C. Elliott III

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President or on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California, County of Sacramento

on the date set forth above in this certificate.

Beverly Bylsma

Notary Public, State of California

My commission expires 3-8-91



OFFICIAL SEAL
BEVERLY BYLSMA
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
MY COMM. EXP. MAR. 8, 1991

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 — Acknowledgement to Notary Public — Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/83)

**TABLE A
ELLIOTT PROPERTY**

<u>PARCEL NO.</u>	<u>LAND USE</u>	<u>ACREAGE</u>	<u>UNITS</u>
27	Commercial Recreation	15.799	
28	Residential Single-Family	111.849	348
32	Residential Single-Family	50.079	203
55	Residential Multiple-Family	11.678	246
58	Residential Single-Family	26.646	148
62	Residential Single-Family	59.156	265
63	Residential Single-Family	56.283	244
64	Commercial	7.586	
66	Residential Single-Family	59.318	244
67	Business Professional	8.674	
68	Commercial	13.425	
69	Commercial	12.680	
70	Business Professional	8.726	
72	Residential Single-Family	26.029	81
73A	Urban Reserve	168.113	
73B	Urban Reserve	48.393	
75	Urban Reserve (Park)	11.608	
77	Business Professional	31.590	
86	Commercial	13.145	
89	Residential Multiple-Family	19.510	314
90	Residential Multiple-Family	7.566	100
	TOTAL ACREAGE (ELLIOTT)	767.853	2,193

**TABLE A-1
ELLIOTT PROPERTY**

<u>PARCEL NO.</u>	<u>LAND USE</u>	<u>ACREAGE</u>
29	School	18.604
30	Park	9.299
59	School	10.000
65	Park	4.463
71	High School	45.573
74	Park	28.153
	TOTAL ACREAGE (ELLIOTT)	116.092

May 16, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 27**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point on the Northerly line of said Section 32 which bears South $89^{\circ}21'59''$ West 1182.65 feet from the Northeasterly corner of said Section 32;

thence, along said Northerly line North $89^{\circ}21'59''$ East 1047.51 feet;

thence, South $19^{\circ}26'17''$ East 6.84 feet;

thence, Southerly along the arc of a tangent curve to the right, concave to the West, having a radius of 500.00 feet and being subtended by a chord bearing South $02^{\circ}20'22''$ East 294.02 feet;

thence, South $14^{\circ}45'34''$ West 702.65 feet;

thence, North $75^{\circ}14'26''$ West 301.23 feet;

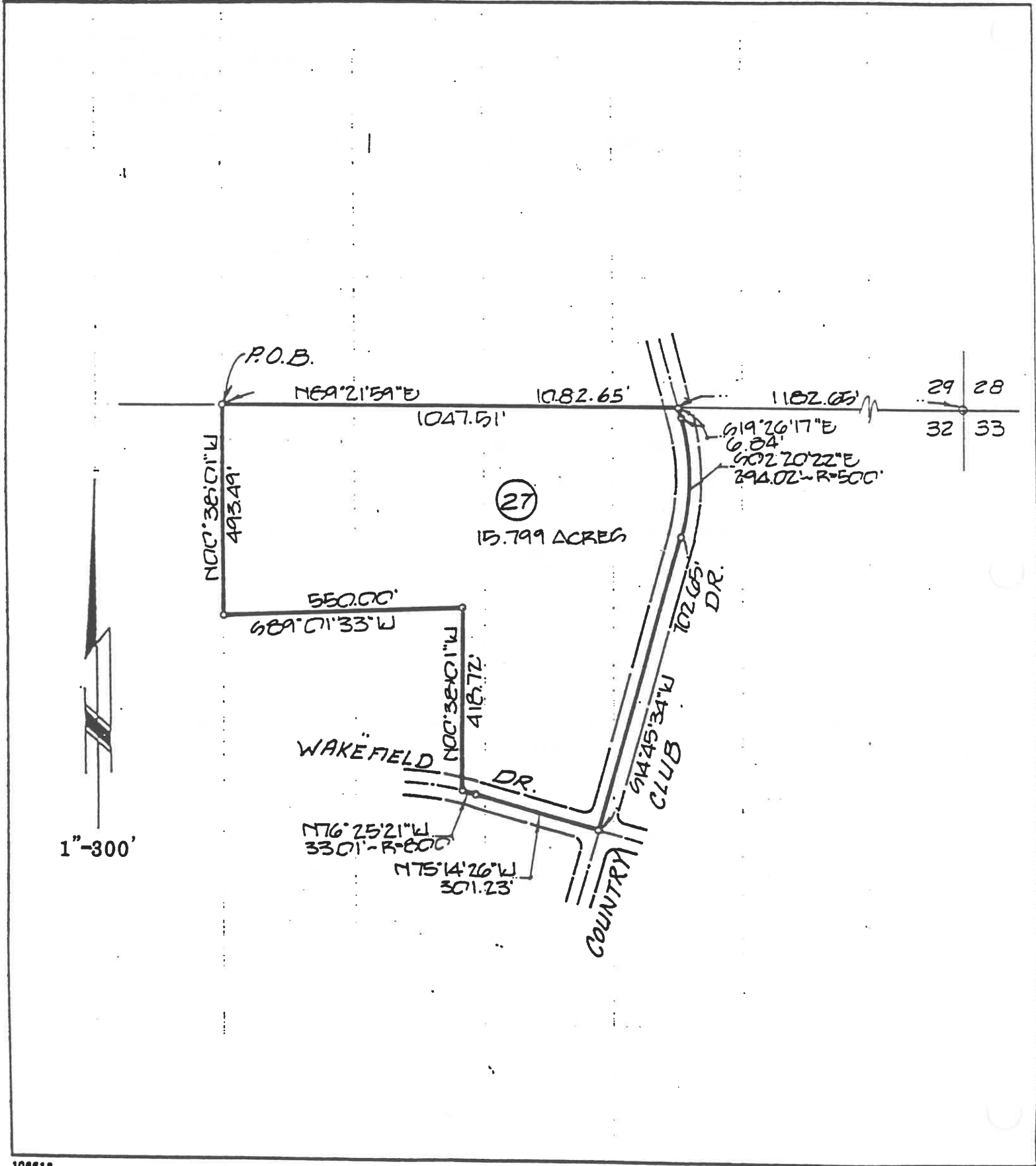
thence, Westerly along the arc of a tangent curve to the left, concave to the Wouthwest, having a radius of 800.00 feet and being subtended by a chord bearing North $76^{\circ}25'21''$ West 33.01 feet;

thence, North $00^{\circ}38'01''$ West 418.72 feet;

thence, South $87^{\circ}01'33''$ West 550.00 feet;

thence, North $00^{\circ}38'01''$ West 493.49 feet to the point of beginning;

containing 15.799 acres, more or less.



May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 28**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point which bears the following two (2) courses from the Southeasterly corner of said Section 32; (1) along the Southerly line of said Section 32 South $89^{\circ}27'28''$ West 2384.73 feet and (2) North $00^{\circ}14'56''$ West 1797.08 feet;

thence, North $76^{\circ}40'00''$ West 438.11 feet;

thence, Northwesterly along the arc of a tangent curve to the right, concave to the Northeast, having a radius of 2000.00 feet and being subtended by a chord bearing North $66^{\circ}00'00''$ West 740.38 feet;

thence, North $55^{\circ}20'00''$ West 325.06 feet;

thence, North $34^{\circ}40'00''$ East 1057.81 feet;

thence, Northeasterly along the arc of a tangent curve to the left, concave to the Northwest, having a radius of 4000.00 feet and being subtended by a chord bearing North $24^{\circ}50'00''$ East 1366.26 feet;

thence, South $75^{\circ}00'00''$ East 240.35 feet;

thence, Easterly along the arc of a tangent curve to the left, concave to the North, having a radius of 2000.00 feet and being subtended by a chord bearing South $85^{\circ}05'00''$ East 700.32;

thence, North $84^{\circ}50'00''$ East 745.34 feet;

thence, Easterly along the arc of a tangent curve to the right, concave to the South, having a radius of 800.00 feet and being subtended by a chord bearing South $85^{\circ}12'13''$ East 276.82 feet;

thence, South $75^{\circ}14'26''$ East 301.23 feet;

thence, South $14^{\circ}45'34''$ West 790.06 feet;

thence, Southwesterly along the arc of a tangent curve to the right, concave to the Northwest, having a radius of 1000.00 feet and being subtended by a chord bearing South $20^{\circ}17'47''$ West 192.98 feet;

thence, South $25^{\circ}50'00''$ West 660.01 feet;

thence, South $89^{\circ}45'04''$ West 1493.33 feet;

thence, South $00^{\circ}14'56''$ East 996.51 feet to the point of beginning;

containing 111.849 acres, more or less.



MORTON & PITA, INC.

CIVIL ENGINEERING
PLANNING SURVEYING

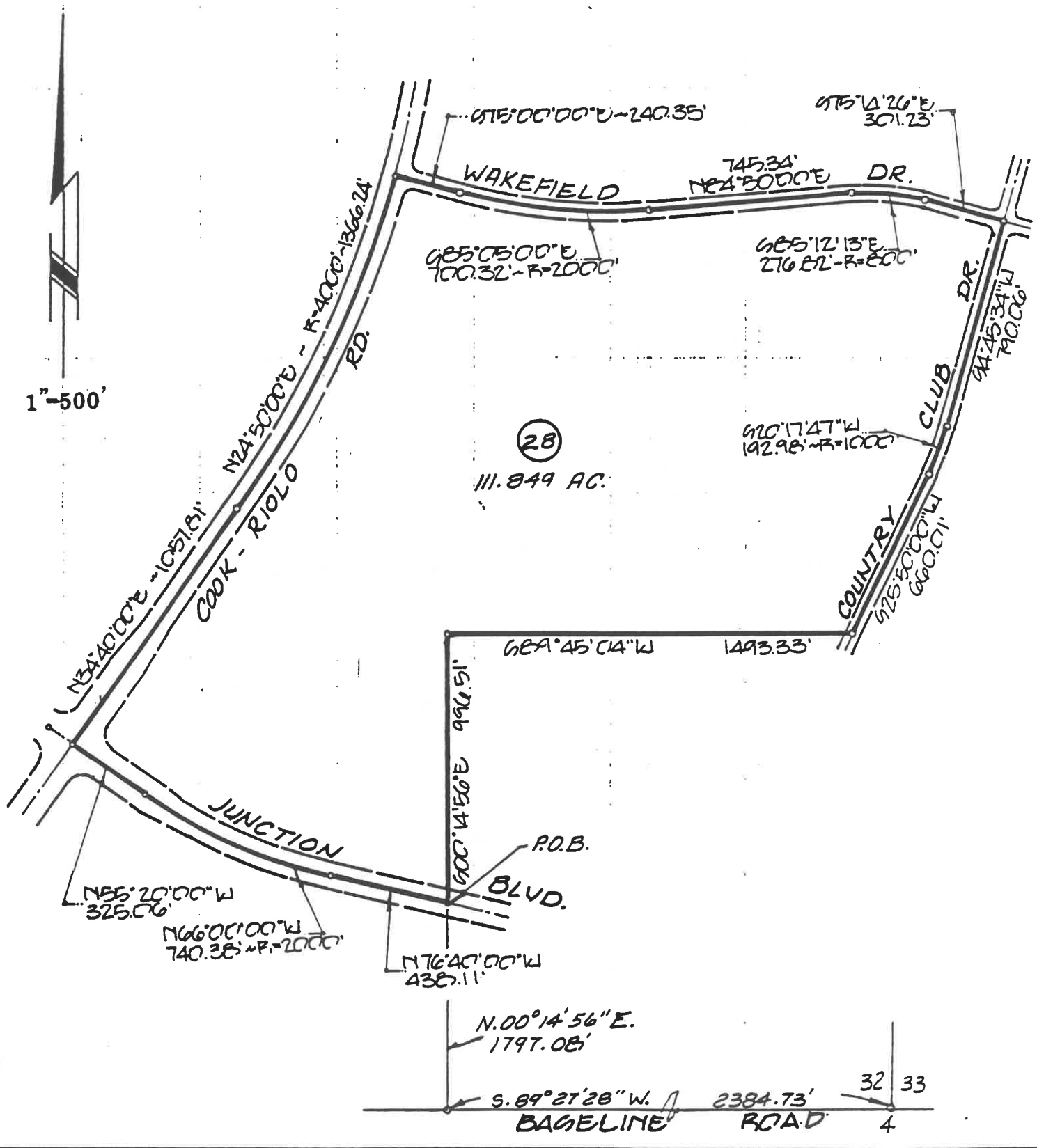
JOB NO 880237

PROJECT NORTHEA. ROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 28

DATE APRIL, 1989 BY _____

1"=500'



May 16, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 32**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

Portions of Sections 32 and 33, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at the Northwesterly corner of said Section 33;

thence, along the Northerly line of said Section 33 North $89^{\circ}27'10''$ East 1642.85 feet to the Northwesterly corner of Parcel 1, as said parcel is shown and so designated on that certain Parcel Map filed in Book 21 of Parcel Maps, Placer County Records;

thence, along the Westerly line of said Parcel 1 the following five (5) courses:

(1) South $00^{\circ}32'50''$ East 159.05 feet;

(2) Southerly along the arc of a tangent curve to the left, concave to the Northeast, having a radius of 600 feet and being subtended by a chord bearing South $18^{\circ}07'05''$ East 362.26 feet;

(3) South $35^{\circ}41'19''$ East 271.23 feet;

(4) Southerly along the arc of a tangent curve to the right, concave to the Southwest, having a radius of 600.00 feet and being subtended by a chord bearing South $17^{\circ}51'44''$ East 367.36 feet and

(5) South $00^{\circ}02'08''$ East 100.89 feet to a point on the Northerly line of Wakefield Drive, a public street 60.00 feet in width;

thence, along said Northerly line the following four (4) courses:

(1) South $89^{\circ}57'52''$ West 934.56 feet;

(2) Westerly along the arc of a tangent curve to the right, concave to the North, having a radius of 420.00 feet and being subtended by a chord bearing North $80^{\circ}26'35''$ West 139.98 feet;

(3) North $70^{\circ}51'02''$ West 269.63 feet and

(4) Westerly along the arc of a tangent curve to the left, concave to the South, having a radius of 1430.00 feet and being subtended by a chord bearing North 84°53'26" West 693.83 feet to a point on the Easterly line of said Section 32;

thence, along said Easterly line South 00°33'17" East 30.33 feet;

thence, Westerly along the arc of a non-tangent curve to the left, concave to the South, having a radius of 1400.00 feet and being subtended by a chord bearing South 80°47'39" West 4.61 feet;

thence, Westerly along the arc of a reverse curve to the right, concave to the North, having a radius of 500.00 feet and being subtended by a chord bearing North 87°16'14" West 208.42 feet;

thence, North 75°14'26" West 100.27 feet;

thence, North 14°45'34" East 702.65 feet;

thence, Northerly along the arc of a tangent curve to the left, concave to the West, having a radius of 500.00 feet and being subtended by a chord bearing North 02°20'22" West 294.02 feet;

thence, North 19°26'17" West 6.84 feet to a point on the Northerly line of said Section 32;

thence, along said Northerly line North 89°21'59" East 135.14 feet to the point of beginning;

containing 50.079 acres, more or less



MORTON & PITAI, INC.

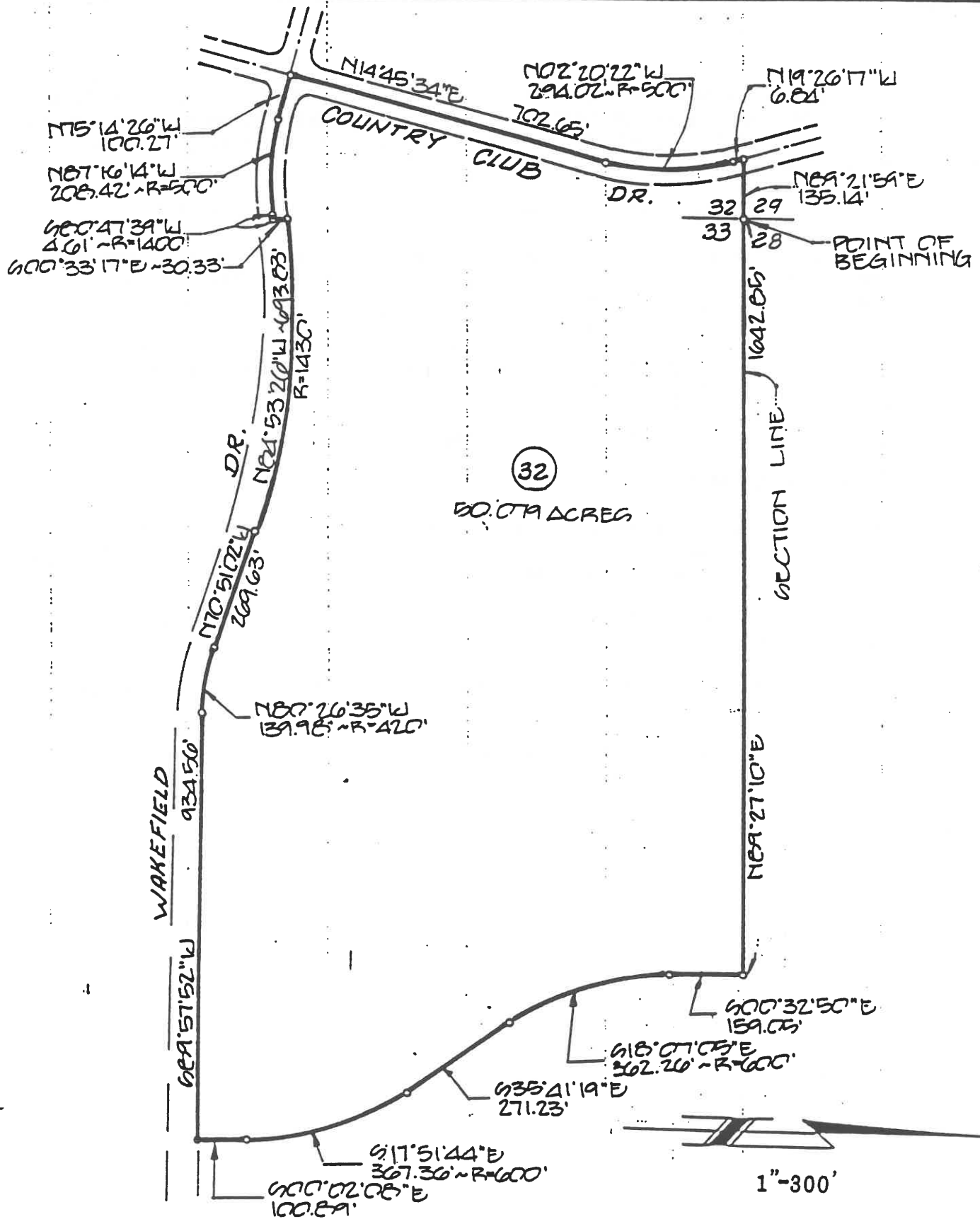
CIVIL ENGINEERING
PLANNING SURVEYING

PROJECT NORTHWE ROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 32

DATE APRIL, 1989 BY _____

JOB NO 880237



July 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 55**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Parcel 1 as said parcel is shown and so designated on that certain Parcel Map filed in Book 23 of Parcel Maps, Page 123, Placer County Records, being a portion of Section 33, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at the Southwesterly corner of said Parcel 1; thence, from said point of beginning, along the Westerly line of said Parcel 1 the following three (3) courses: (1) North $00^{\circ}33'23''$ West 265.00 feet; (2) Northerly along the arc of a tangent curve to the left, concave to the West, having a radius of 590.00 feet and being subtended by a chord bearing North $09^{\circ}22'41''$ West 180.97 feet; and (3) North $18^{\circ}12'00''$ West 269.03 feet to a point on the Southerly line of Wakefield Drive, a public street; thence, along said Southerly line the following four (4) courses: (1) North $89^{\circ}57'52''$ East 198.22 feet; (2) Easterly along the arc of a tangent curve to the left, concave to the North, having a radius of 530.00 feet and being subtended by a chord bearing North $73^{\circ}37'09''$ East 298.31 feet; (3) North $57^{\circ}16'25''$ East 26.00 feet; and (4) Easterly along the arc of a tangent curve to the right, concave to the South, having a radius of 25.00 feet and being subtended by a chord bearing South $78^{\circ}29'02''$ East 34.89 feet to a point on the Easterly line of said Parcel 1; thence, along said Easterly line the following two (2) courses: (1) Southeasterly along the arc of a reverse curve to the left, concave to the Northeast, having a radius of 2055.17 feet and being subtended by a chord bearing South $36^{\circ}11'58''$ East 140.42 feet; and (2) Southeasterly along the arc of a reverse curve to the right, concave to the Southwest, having a radius of 1945.17 feet and being subtended by a chord bearing South $27^{\circ}43'05''$ East 704.91 feet; thence, South $89^{\circ}26'37''$ West 310.07 feet; thence, South $44^{\circ}26'37''$ West 63.64 feet to a point on the Southerly line of said Parcel 1; thence, along said Southerly line, South $89^{\circ}26'37''$ West 480.60 feet to the point of beginning. Containing 11.678 acres, more or less.



MORTON & PITELCO, INC.

CIVIL ENGINEERING
PLANNING SURVEYING

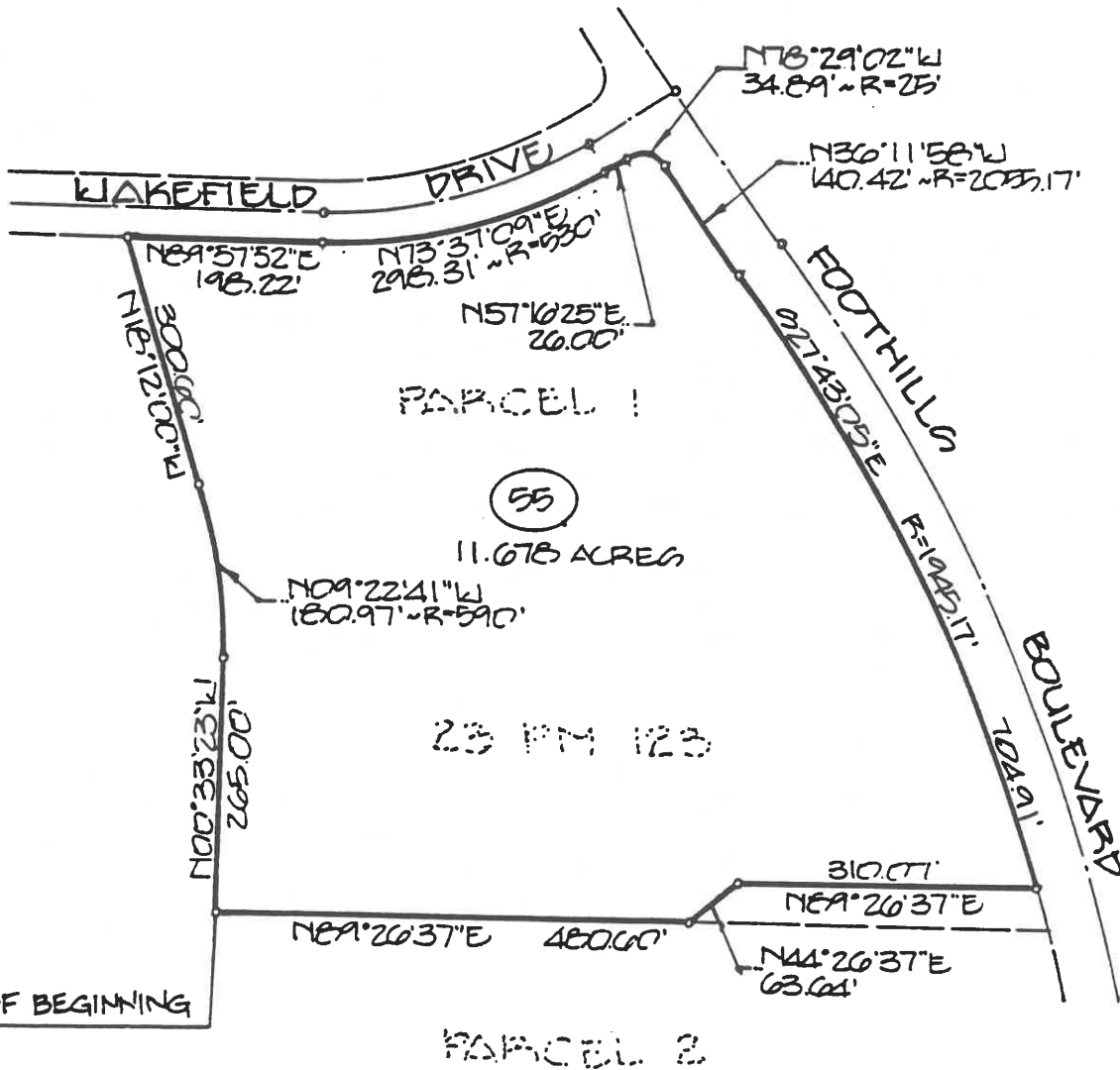
JOB NO 880237

PROJECT NORTHVALE ST ROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 55

DATE JULY 1989

BY



1" = 200'

July 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 58**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

Lots 1 through 148 as said lots are shown and so designated on the Plat of Silverado Oaks Unit No. 4 filed in Book Q of Maps, Page 20, Placer County Records.

May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveyors
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 62**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at the Southeasterly corner of said Section 32; thence, along the Southerly line of said Section 32 South $89^{\circ}27'28''$ West 2084.50 feet;

thence, North $00^{\circ}29'57''$ West 197.04 feet;

thence, Northerly along the arc of a tangent curve to the right, concave to the Southeast, having a radius of 700.00 feet and being subtended by a chord bearing North $12^{\circ}00'01''$ East 303.01 feet;

thence, North $24^{\circ}30'00''$ East 676.39 feet;

thence, Northeasterly along the arc of a tangent curve to the left, concave to the Northwest, having a radius of 700.00 feet and being subtended by a chord bearing North $22^{\circ}52'19''$ East 39.77 feet;

thence, South $74^{\circ}20'00''$ East 563.21 feet;

thence, North $50^{\circ}40'13''$ East 135.66 feet;

thence, North $33^{\circ}06'41''$ East 109.84 feet;

thence, North $21^{\circ}24'47''$ East 109.56 feet;

thence, North $08^{\circ}31'51''$ East 101.12 feet;

thence, North $00^{\circ}57'57''$ East 129.67 feet;

thence, Easterly along the arc of a non-tangent curve to the left, concave to the North, having a radius of 2000.00 feet and being subtended by a chord bearing North $80^{\circ}48'59''$ East 704.88 feet;

thence, North $70^{\circ}40'00''$ East 267.96 feet to a point on the Easterly line of said Section 32;

thence, along said Easterly line, South $00^{\circ}28'44''$ East 1684.63 feet to the point of beginning;

containing 59.156 acres, more or less.



MORTON & PITA', INC.

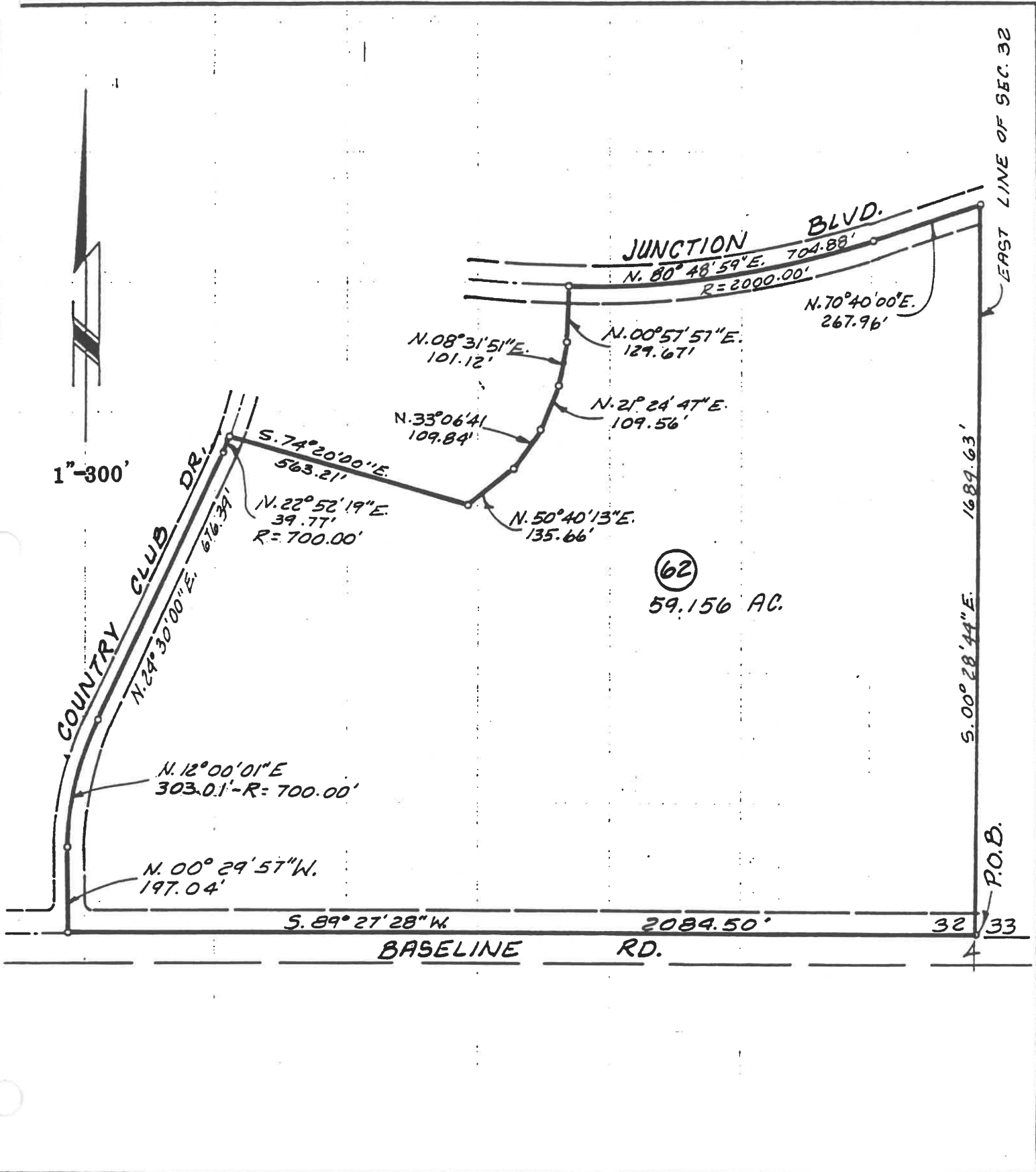
CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO 880237

PROJECT NORTHWE ROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 62

DATE APRIL, 1989 BY _____



May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Survey
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 63

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point on the Easterly line of said Section 32 which bears North $00^{\circ}28'44''$ West 1684.63 feet from the Southeasterly corner of said Section 32;

thence, South $70^{\circ}40'00''$ West 267.96 feet;

thence, Westerly along the arc of a tangent curve to the right, concave to the North, having a radius of 2000.00 feet and being subtended by a chord bearing South $87^{\circ}00'00''$ West 1124.90 feet;

thence, North $76^{\circ}40'00''$ West 226.32 feet;

thence, North $13^{\circ}20'00''$ East 152.60 feet;

thence, Northeasterly along the arc of a tangent curve to the right, concave to the Southeast, having a radius of 1000.00 feet and being subtended by a chord bearing North $26^{\circ}25'00''$ East 452.74 feet;

thence, North $39^{\circ}30'00''$ East 526.39 feet;

thence, Northeasterly along the arc of a tangent curve to the left, concave to the Northwest, having a radius of 800.00 feet and being subtended by a chord bearing North $32^{\circ}40'00''$ East 190.37 feet;

thence, North $25^{\circ}50'00''$ East 735.48 feet;

thence, Northeasterly along the arc of a tangent curve to the left, concave to the Northwest, having a radius of 1000.00 feet and being subtended by a chord bearing North $20^{\circ}17'47''$ East 192.98 feet;

thence, North $14^{\circ}45'34''$ East 790.06 feet;

thence, South $75^{\circ}14'26''$ East 100.27 feet;

thence, Easterly along the arc of a tangent curve to the left, concave to the North, having a radius of 500.00 feet and being subtended by a chord bearing South $87^{\circ}16'14''$ East 208.42 feet;

thence, Easterly along the arc of a reverse curve to the right, concave to the South, having a radius of 1400.00 feet and being subtended by a chord bearing North $80^{\circ}47'39''$ East 4.61 feet to a point on said Easterly line of Section 29;

thence, along said Easterly line line South $00^{\circ}33'17''$ East 1612.41 feet to the East one-quarter corner of said Section 29;

thence, continuing along said Easterly line South $00^{\circ}28'44''$ East 984.92 feet to the point of beginning;

containing 56.283 acres, more or less.



MORTON & PITTS, INC.

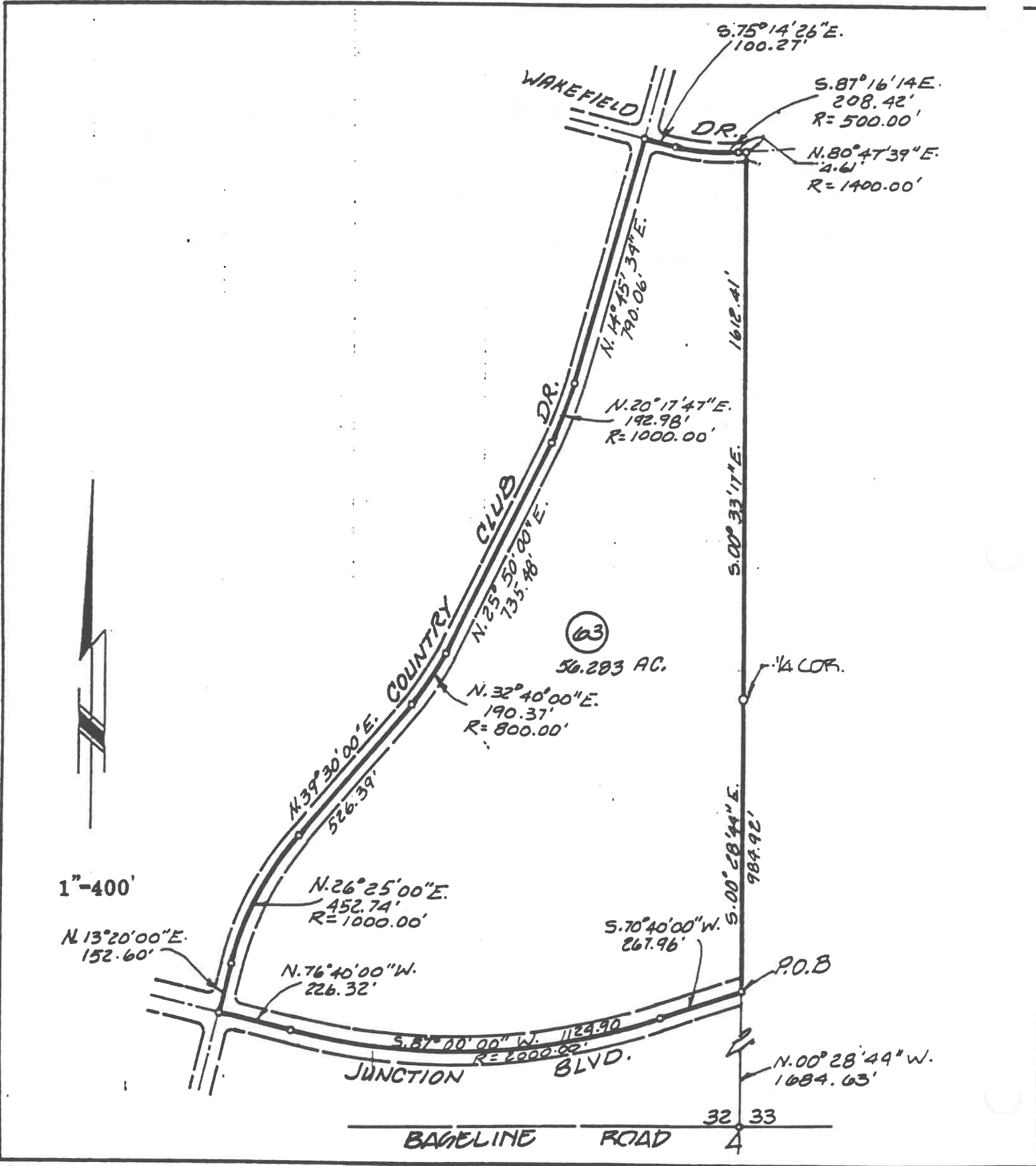
CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO. 880237

PROJECT NORTHW TROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 63

DATE APRIL, 1989 BY



May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 64**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point which bears North $45^{\circ}22'55''$ West 2262.57 feet from the Southeasterly corner of said Section 32;

thence, South $76^{\circ}40'00''$ East 226.32 feet;

thence, Easterly along the arc of a tangent curve to the left, concave to the North, having a radius of 2000.00 feet and being subtended by a chord bearing South $82^{\circ}51'01''$ East 430.87 feet;

thence, South $00^{\circ}57'57''$ West 129.67 feet;

thence, South $08^{\circ}31'51''$ West 101.12 feet;

thence, South $21^{\circ}24'47''$ West 109.56 feet;

thence, South $33^{\circ}06'41''$ West 109.84 feet;

thence, South $50^{\circ}40'13''$ West 135.66 feet;

thence, North $74^{\circ}20'00''$ West 563.21 feet;

thence, Northerly along the arc of a non-tangent curve to the left, concave to the Northwest, having a radius of 700.00 feet and being subtended by a chord bearing North $17^{\circ}17'19''$ East 96.57 feet;

thence, North $13^{\circ}20'00''$ East 381.43 feet to the point of beginning;

containing 7.586 acres, more or less.



MORTON & PITTS, INC.

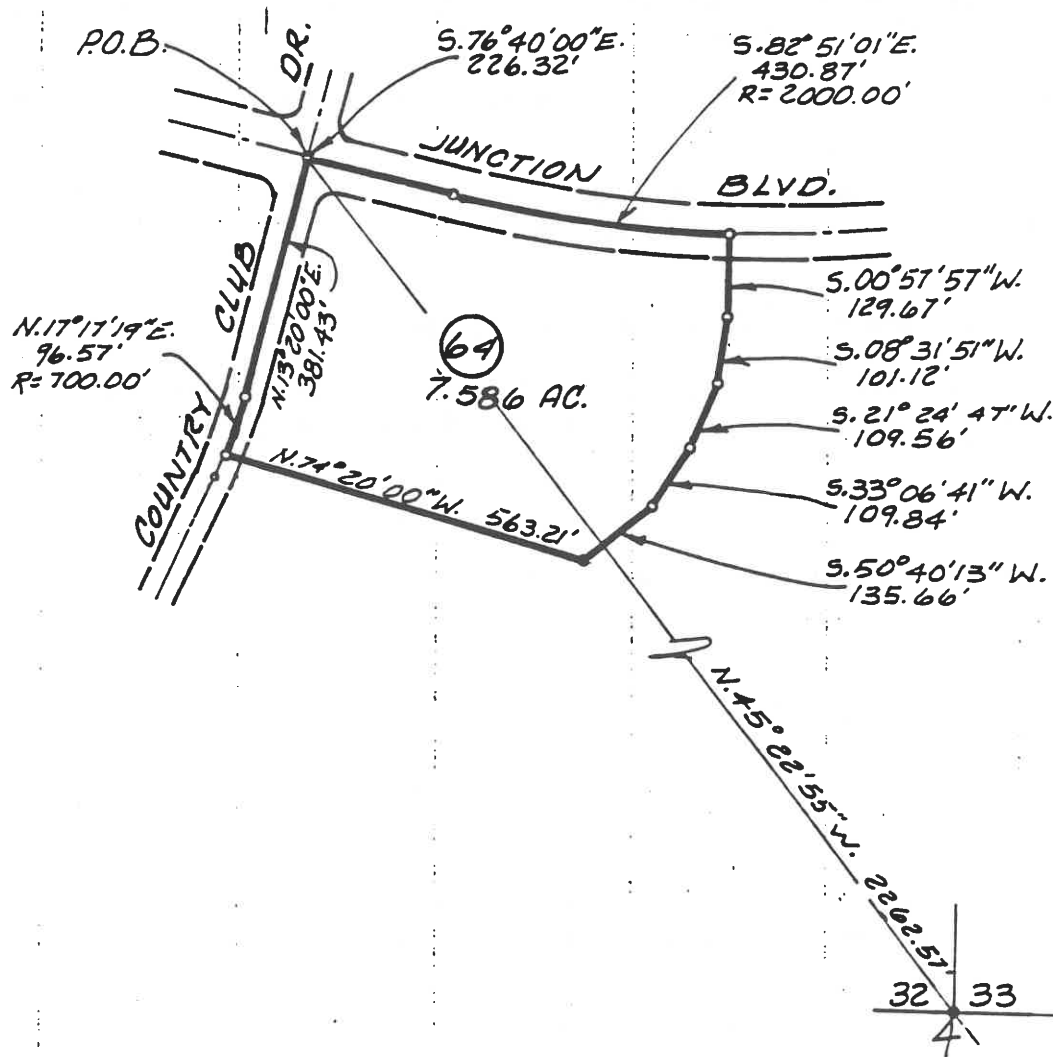
CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO. 880237

PROJECT NORTHW TROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 64

DATE APRIL, 1989 BY



1"=300'

May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 66**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point on the Southerly line of said Section 32 which bears North 89°27'28" East 1874.29 feet from the Southwesterly corner of said Section 32;

thence, North 00°29'57" West 574.65 feet;

thence, South 89°30'03" West 337.55 feet;

thence, North 00°29'57" West 245.26 feet;

thence, North 04°41'09" East 122.41 feet;

thence, North 09°19'10" East 197.61 feet;

thence, North 17°28'05" East 149.91 feet;

thence, North 22°41'11" East 132.23 feet;

thence, North 30°38'19" East 151.09 feet;

thence, North 36°51'06" East 618.33 feet;

thence, Easterly along the arc of a non-tangent curve to the left, concave to the Northeast, having a radius of 2000.00 feet and being subtended by a chord bearing South 71°26'27" East 364.33 feet;

thence, South 76°40'00" East 605.00 feet;

thence, South 13°20'00" West 63.00 feet;

thence, South 03°56'30" East 241.57 feet;

thence, South 00°40'48" West 121.36 feet;

thence, South 18°30'00" West 87.65 feet;

thence, North 71°30'00" West 140.29 feet;

thence, South 00°14'56" East 401.46 feet;

thence, South 89°45'04" West 115.00 feet;

thence, South 36°14'22" West 20.41 feet;

thence, Southeasterly along the arc of a non-tangent curve to the right, concave to the Southeast, having a radius of 400.00 feet and being subtended by a chord bearing South 44°00'57" East 135.41 feet;

thence, Easterly along the arc of a reverse curve to the left, concave to the Northeast, having a radius of 20.00 feet and being subtended by a chord bearing South 76°11'46" East 26.73 feet;

thence, North 61°52'45" East 103.73 feet;

thence, Easterly along the arc of a tangent curve to the right, concave to the South, having a radius of 350.00 feet and being subtended by a chord bearing North 88°11'23" East 310.26 feet;

thence, South 65°30'00" East 58.02 feet;

thence, Northeasterly along the arc of a tangent curve to the left, concave to the Northwest, having a radius of 25.00 feet and being subtended by a chord bearing North 69°30'00" East 35.36 feet;

thence, South 65°30'00" East 30.00 feet;

thence, South 24°30'00" West 343.39 feet;

thence, Southerly along the arc of a tangent curve to the left, concave to the Southeast, having a radius of 700.00 feet and being subtended by a chord bearing South 12°00'01" West 303.01 feet;

thence, South 00°29'57" East 197.04 feet to a point on the Southerly line of said Section 32;

thence, along said Southerly line South 89°27'28" West 1320.93 feet to the point of beginning;

containing 59.120 acres, more or less.

thence, South 74°20'00" East 563.21 feet;

thence, North 50°40'13" East 135.66 feet;

thence, North 33°06'41" East 109.84 feet;

thence, North 21°24'47" East 109.56 feet;

thence, North $08^{\circ}31'51''$ East 101.12 feet;

thence, North $00^{\circ}57'57''$ East 129.67 feet;

thence, Easterly along the arc of a non-tangent curve to the left, concave to the North, having a radius of 2000.00 feet and being subtended by a chord bearing North $80^{\circ}48'59''$ East 704.88 feet;

thence, North $70^{\circ}40'00''$ East 267.96 feet to a point on the Easterly line of said Section 32; thence, along said Easterly line South $00^{\circ}28'44''$ East 1684.63 feet to the point of beginning;

containing 59.318 acres, more or less.



MORTON & PITAL INC.

CIVIL ENGINEERING
PLANNING SURVEYING

PROJECT NORTHWEST ROSEVILLE SPECIFIC PLAN

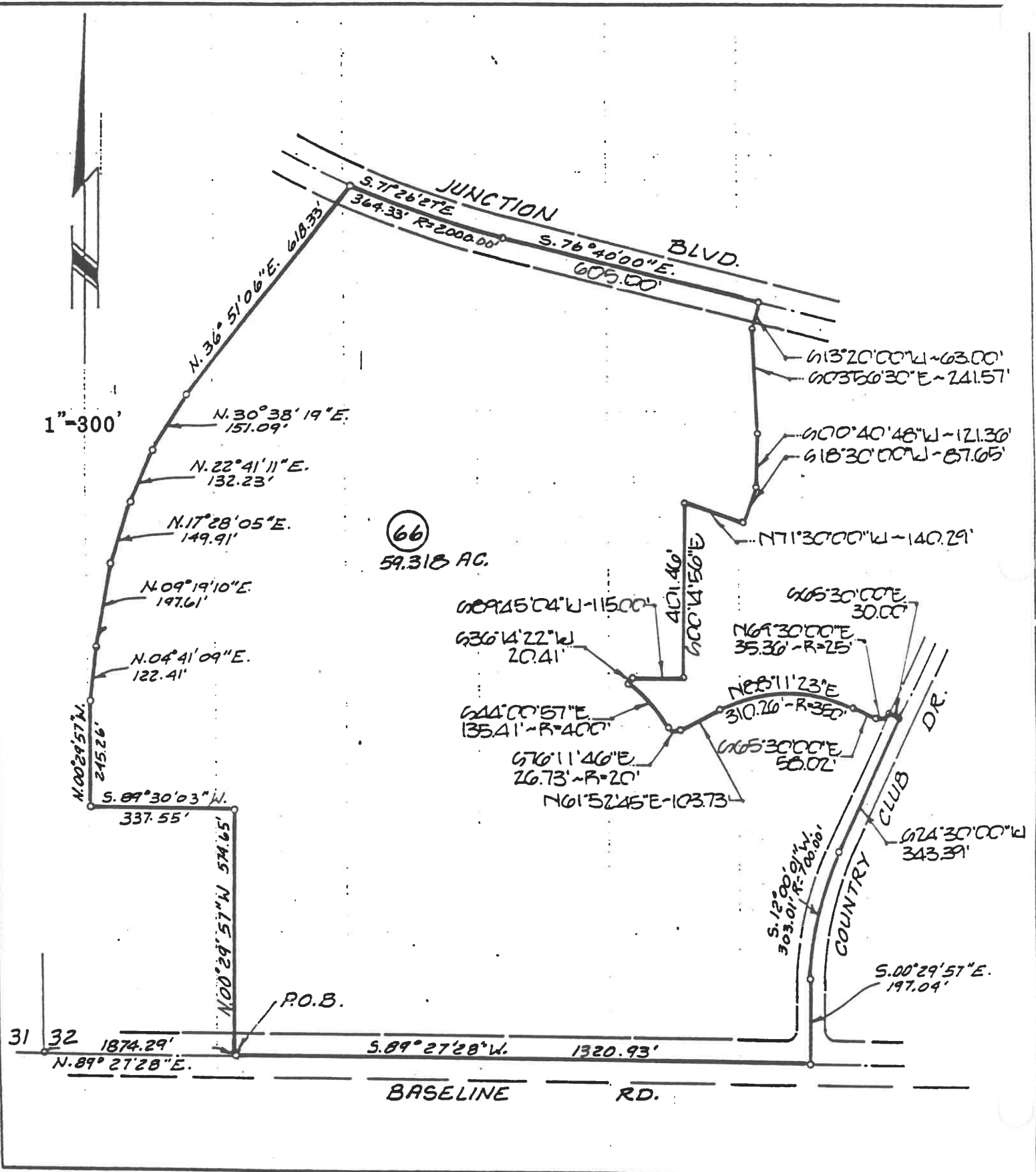
DESCRIPTION PARCEL 66

DATE APRIL, 1989 BY _____

JOB NO. 000201

1"=300'

(66)
59.318 AC.



May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 67**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point which bears the following two (2) courses from the Southwesterly corner of said Section 32: (1) along said Southerly line North $89^{\circ}27'28''$ East 857.29 feet and (2) North $00^{\circ}29'57''$ West 575.41 feet;

thence, North $00^{\circ}29'57''$ West 222.22 feet;

thence, Northerly along the arc of a tangent curve to the right, concave to the East, having a radius of 2000.00 feet and being subtended by a chord bearing North $05^{\circ}14'24''$ East 400.00 feet;

thence, South $79^{\circ}01'15''$ East 684.43 feet;

thence, South $09^{\circ}19'10''$ West 118.58 feet;

thence, South $04^{\circ}41'09''$ West 122.41 feet;

thence, South $00^{\circ}29'57''$ East 245.26 feet;

thence, South $89^{\circ}30'03''$ West 679.45 feet to the point of beginning;

containing 8.674 acres, more or less.



MORTON & PITTA, INC.

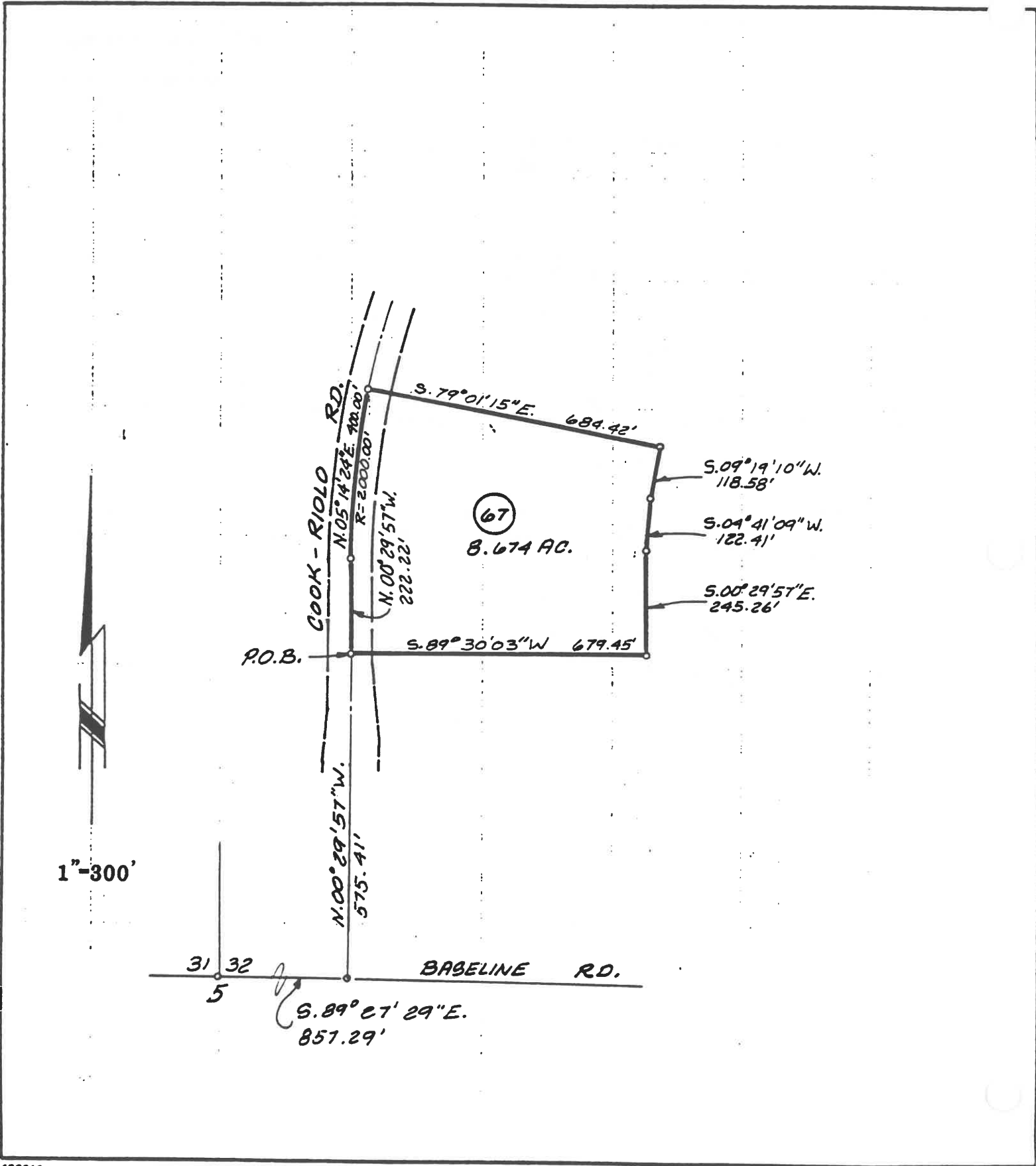
CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO 880237

PROJECT NORTHW. TROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 67

DATE APRIL, 1989 BY



May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 68**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point on the Southerly line of said Section 32 which bears North $89^{\circ}27'28''$ East 1874.29 feet from the Southwesterly corner of said Section 32;
thence, along said Southerly line South $89^{\circ}27'28''$ West 1017.00 feet;
thence, North $00^{\circ}29'57''$ West 575.41 feet;
thence, North $89^{\circ}30'03''$ East 1017.00 feet;
thence, South $00^{\circ}29'57''$ East 574.65 feet to the point of beginning;
containing 13.425 acres, more or less.



MORTON & PITA, INC.

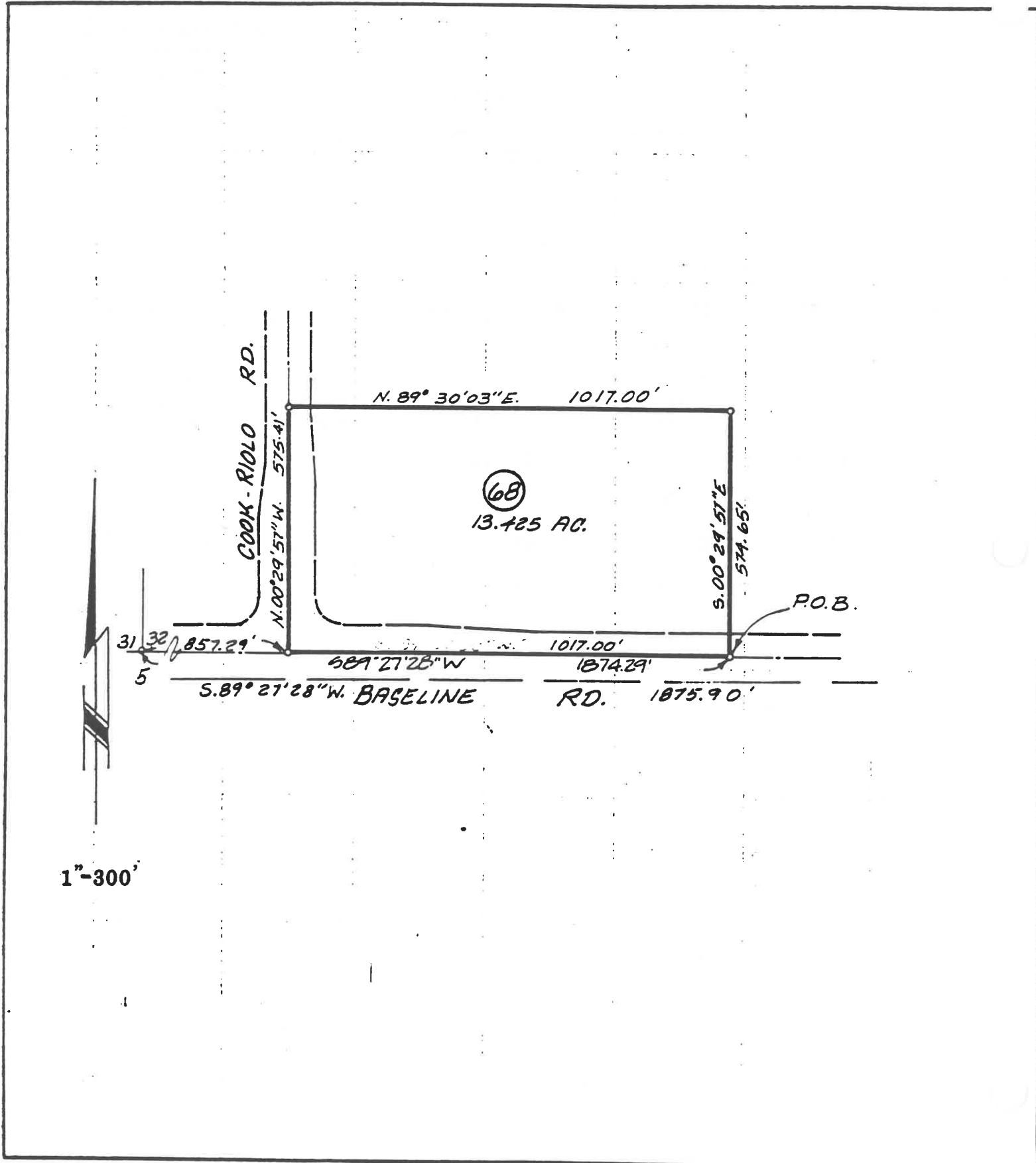
CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO 880237

PROJECT NORTHWIL ROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 68

DATE APRIL, 1989 BY



1"=300'

May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 69**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at the Southwesterly corner of said Section 32;

thence, along the Westerly line of said Section 32 North $00^{\circ}38'34''$ West 644.00 feet;

thence, North $89^{\circ}30'03''$ East 858.90 feet;

thence, South $00^{\circ}29'57''$ East 643.35 feet to a point on the Southerly line of said Section 32; thence, along said Southerly line South $89^{\circ}27'28''$ West 857.29 feet to the point of beginning;

containing 12.680 acres, more or less.



MORTON & PITZ, INC.

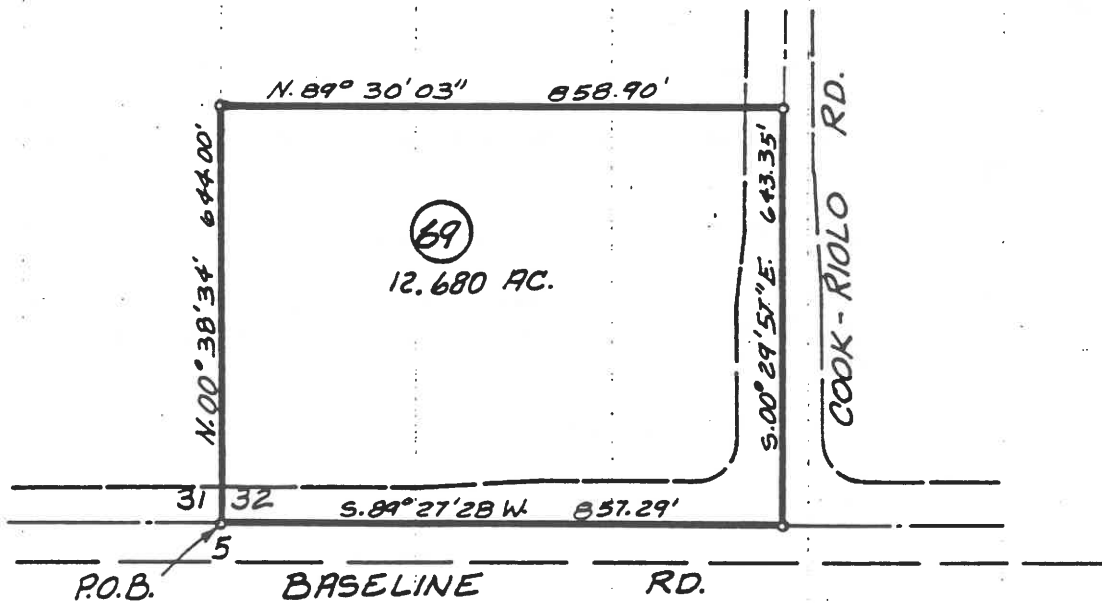
CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO 880237

PROJECT NORTHW TROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 69

DATE APRIL, 1989 BY



1"=300'

May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 70**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point on the Westerly line of said Section 32 which bears North $00^{\circ}38'34''$ West 644.00 feet from the Southwesterly corner of said Section 32;
thence, along said Westerly line North $00^{\circ}38'34''$ West 440.00 feet;

thence, North $89^{\circ}30'03''$ East 880.52 feet;

thence, Southerly along the arc of a non-tangent curve to the left, concave to the East, having a radius of 2000.00 feet and being subtended by a chord bearing South $03^{\circ}36'27''$ West 286.46 feet;

thence, South $00^{\circ}29'57''$ East 154.28 feet;

thence, South $89^{\circ}30'03''$ West 858.90 feet to the point of beginning;

containing 8.726 acres, more or less.



MORTON & PITA, INC.

CIVIL ENGINEERING
PLANNING SURVEYING

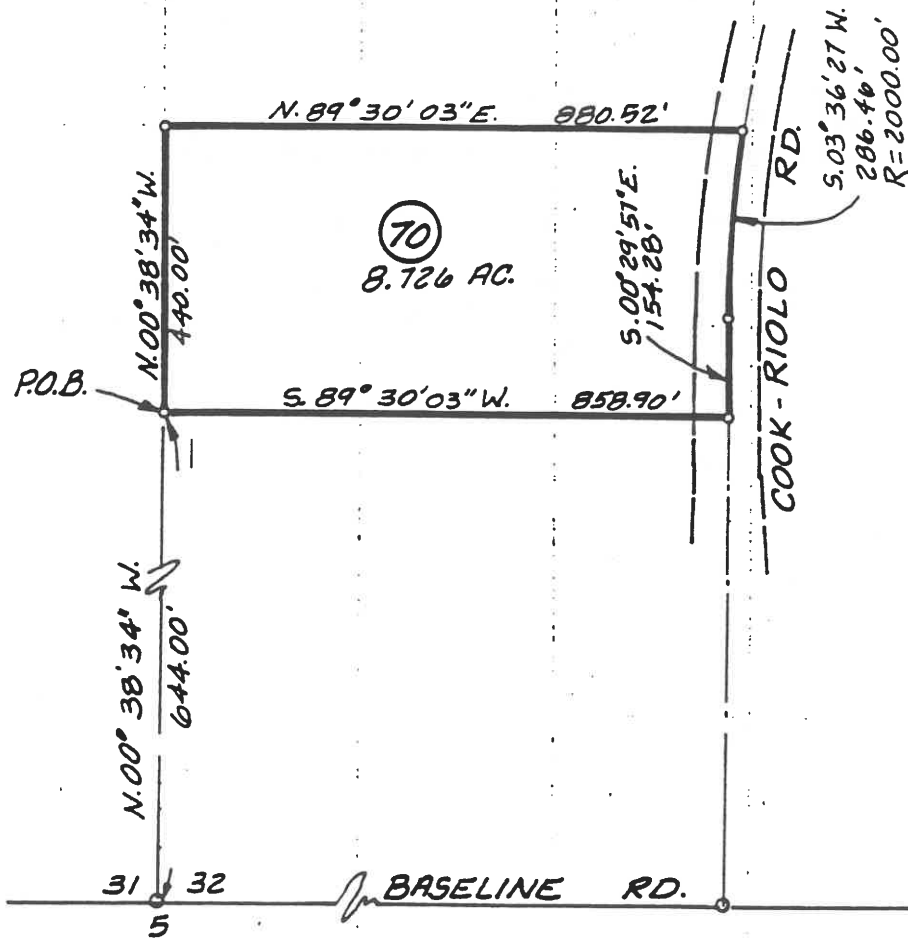
JOB NO. 880237

PROJECT NORTHWEST TROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 70

DATE APRIL, 1989 BY

1"=300'



May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 72**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point which bears the following three (3) courses from the Southwesterly corner of said Section 32: (1) along the Westerly line of said Section 32 North $00^{\circ}38'44''$ West 2820.08 feet; (2) North $89^{\circ}21'26''$ East 306.40 feet and (3) South $85^{\circ}37'19''$ East 350.07 feet;

thence, North $00^{\circ}38'44''$ West 871.60 feet;

thence, South $76^{\circ}14'56''$ East 1506.76 feet;

thence, South $55^{\circ}20'00''$ East 50.00 feet;

thence, South $34^{\circ}40'00''$ West 1057.81 feet;

thence, North $55^{\circ}20'00''$ West 100.00 feet;

thence, Northwesterly along the arc of a tangent curve to the left, concave to the Southwest, having a radius of 2000.00 feet and being subtended by a chord bearing North $67^{\circ}58'02''$ West 874.89 feet to the point of beginning;

containing 26.029 acres, more or less.



MORTON & PITA & INC.

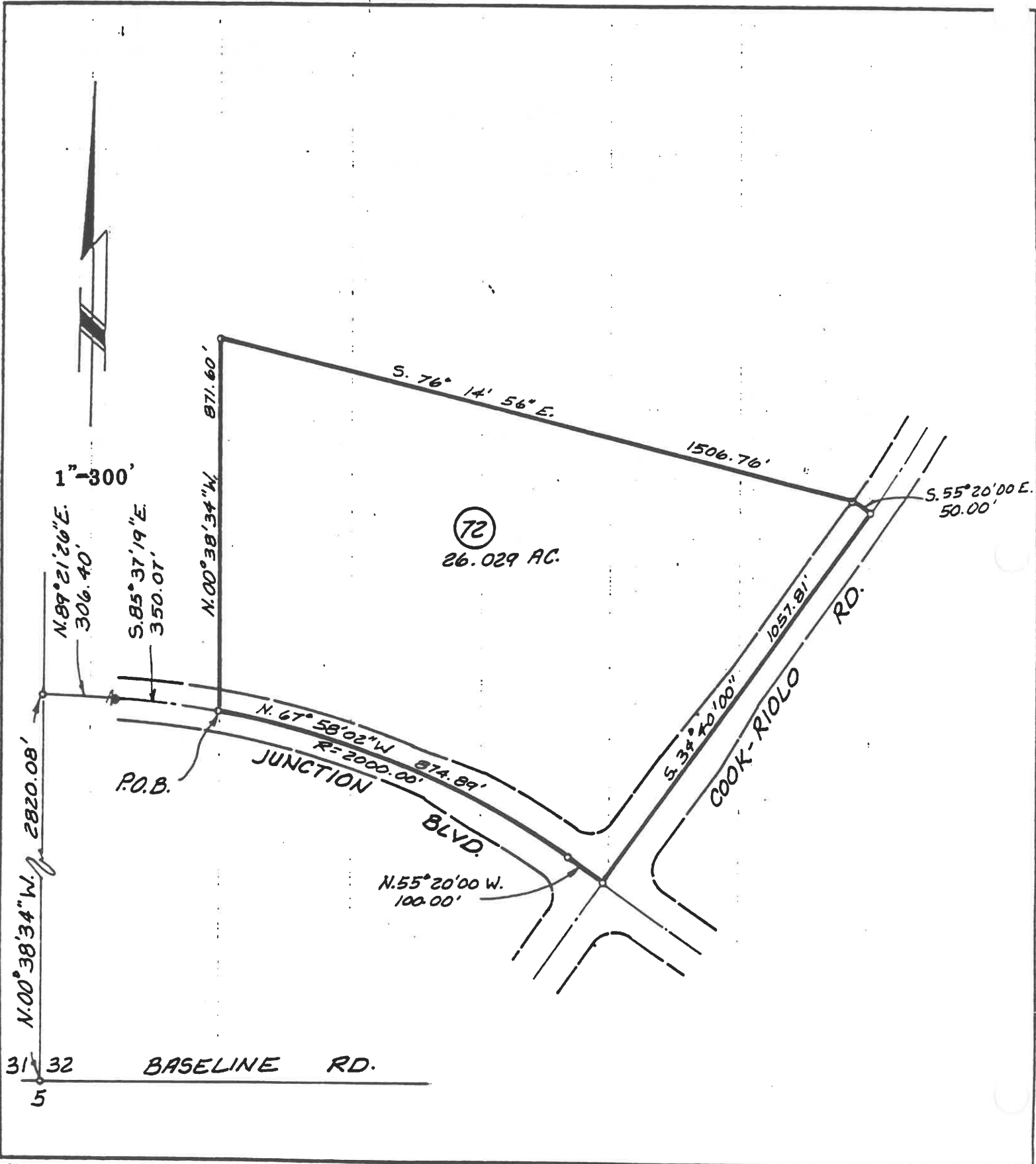
CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO. 880237

PROJECT NORTHWEST FROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 72

DATE APRIL, 1989 BY



June 6, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
LOT 73A**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

Portions of Sections 31 and 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at the Southeasterly corner of said Section 31;

thence, along the Southerly line of said Section 31 South $89^{\circ}19'28''$ West 1116.03 feet;

thence, North $00^{\circ}27'50''$ West 4279.91 feet;

thence, North $89^{\circ}45'04''$ East 2593.65 feet;

thence, North $00^{\circ}14'56''$ West 125.19 feet;

thence, North $89^{\circ}45'04''$ East 1217.96 feet;

thence, Southwesterly along the arc of a non-tangent curve to the right, concave to the Northwest, having a radius of 4000.00 feet and being subtended by a chord bearing South $25^{\circ}40'32''$ West 1250.24 feet;

thence, North $55^{\circ}20'00''$ West 50.00 feet;

thence, North $76^{\circ}14'56''$ West 1506.76 feet;

thence, South $00^{\circ}38'34''$ East 871.60 feet;

thence, Westerly along the arc of a non-tangent curve to the left, concave to the South, having a radius of 2000.00 feet and being subtended by a chord bearing North $85^{\circ}37'19''$ West 350.07 feet;

thence, South $89^{\circ}21'26''$ West 306.40 feet to a point on said Easterly line of said Section 31;

thence, along said Easterly line South $00^{\circ}38'34''$ East 2820.08 feet to the point of beginning;

containing 168.113 acres, more or less.



MORTON & PITTS, INC.

CIVIL ENGINEERING
PLANNING SURVEYING

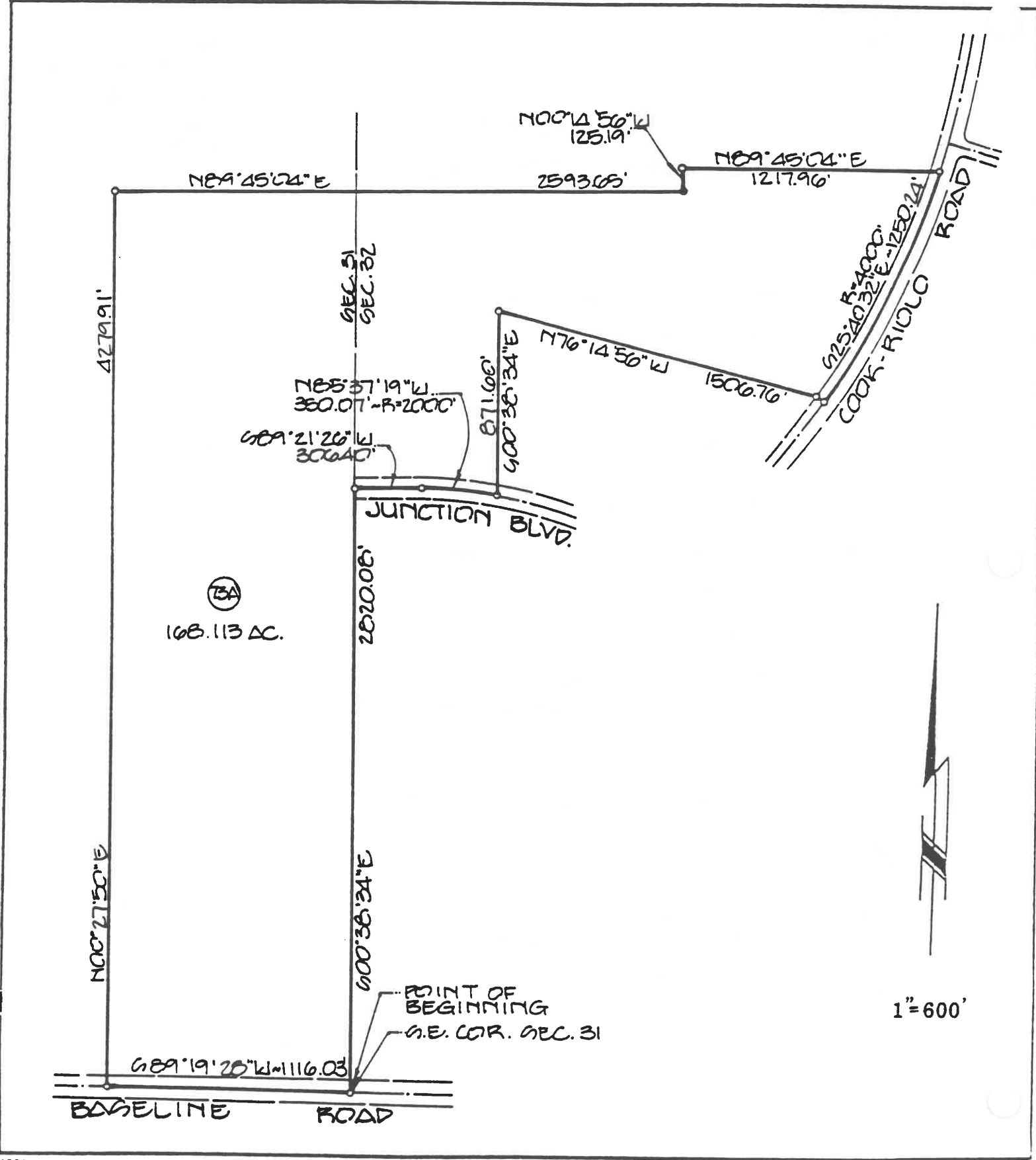
JOB NO 880237

PROJECT NORTHWEST ROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 73A

DATE JUNE, 1989

BY _____



June 6, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
LOT 73B**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

Portions of Sections 31 and 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at the Northwesterly corner of said Section 32;

thence, along the Westerly line of said Section 32 South $00^{\circ}38'34''$ East 388.40 feet;

thence, North $87^{\circ}01'33''$ East 1496.95 feet;

thence, South $00^{\circ}14'56''$ East 700.59 feet;

thence, South $89^{\circ}45'04''$ West 2593.63 feet;

thence, North $00^{\circ}27'50''$ West 1007.46 feet to a point on the Northerly line of said Section 31;

thence, along said Northerly line North $89^{\circ}12'43''$ East 1099.53 feet to the point of beginning;

containing 48.393 acres, more or less.



MORTON & PITRO, INC.

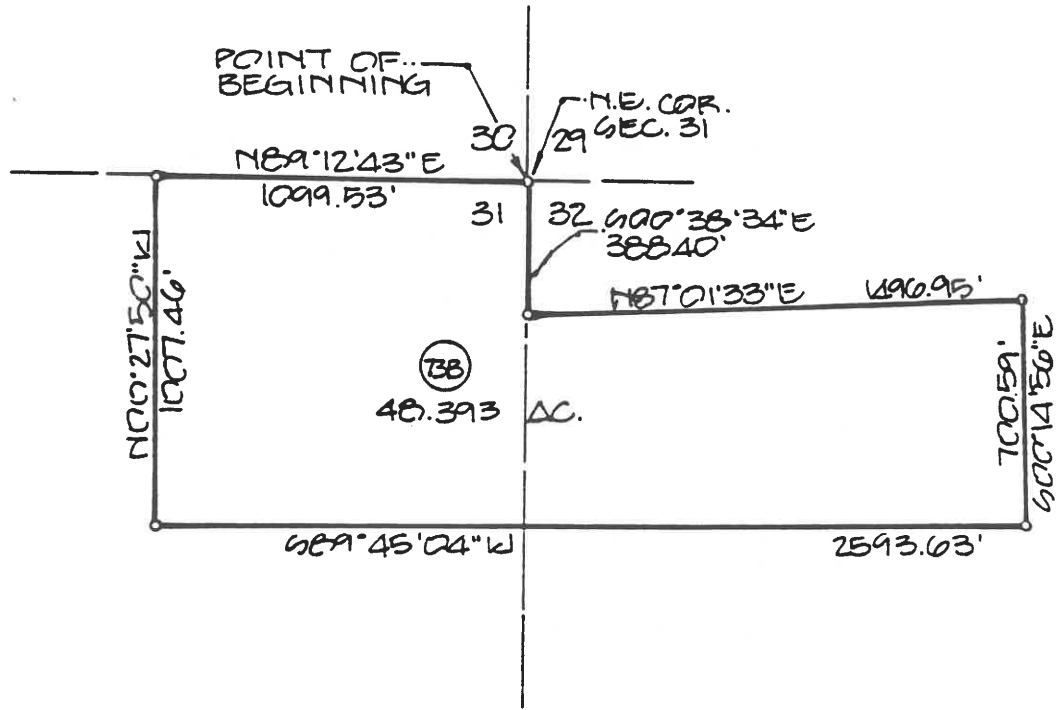
CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO 880237

PROJECT NORTHWEST AT ROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 73B

DATE JUNE, 1989 BY



1"=600'

June 6, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
ELLIOTT PROPERTY
LOT 75**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at the Northwesterly corner of said Section 32;

thence, along the Northerly line of said Section 32 North $89^{\circ}21'59''$ East 1366.44 feet;

thence, South $00^{\circ}14'56''$ East 230.33 feet;

thence, North $87^{\circ}01'33''$ East 131.66 feet;

thence, South $00^{\circ}14'56''$ East 102.32 feet;

thence, South $87^{\circ}01'33''$ West 1496.95 feet to a point on the Westerly line of said Section 32;

thence, along said Westerly line North $00^{\circ}38'34''$ West 388.40 feet to the point of beginning;

containing 11.608 acres, more or less.



MORTON & PITTMAN, INC.

CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO. 880287

PROJECT NORTH ST ROSEVILLE SPECIFIC PLAN

DESCRIPTION LOT 75 ELLIOTT PROPERTY

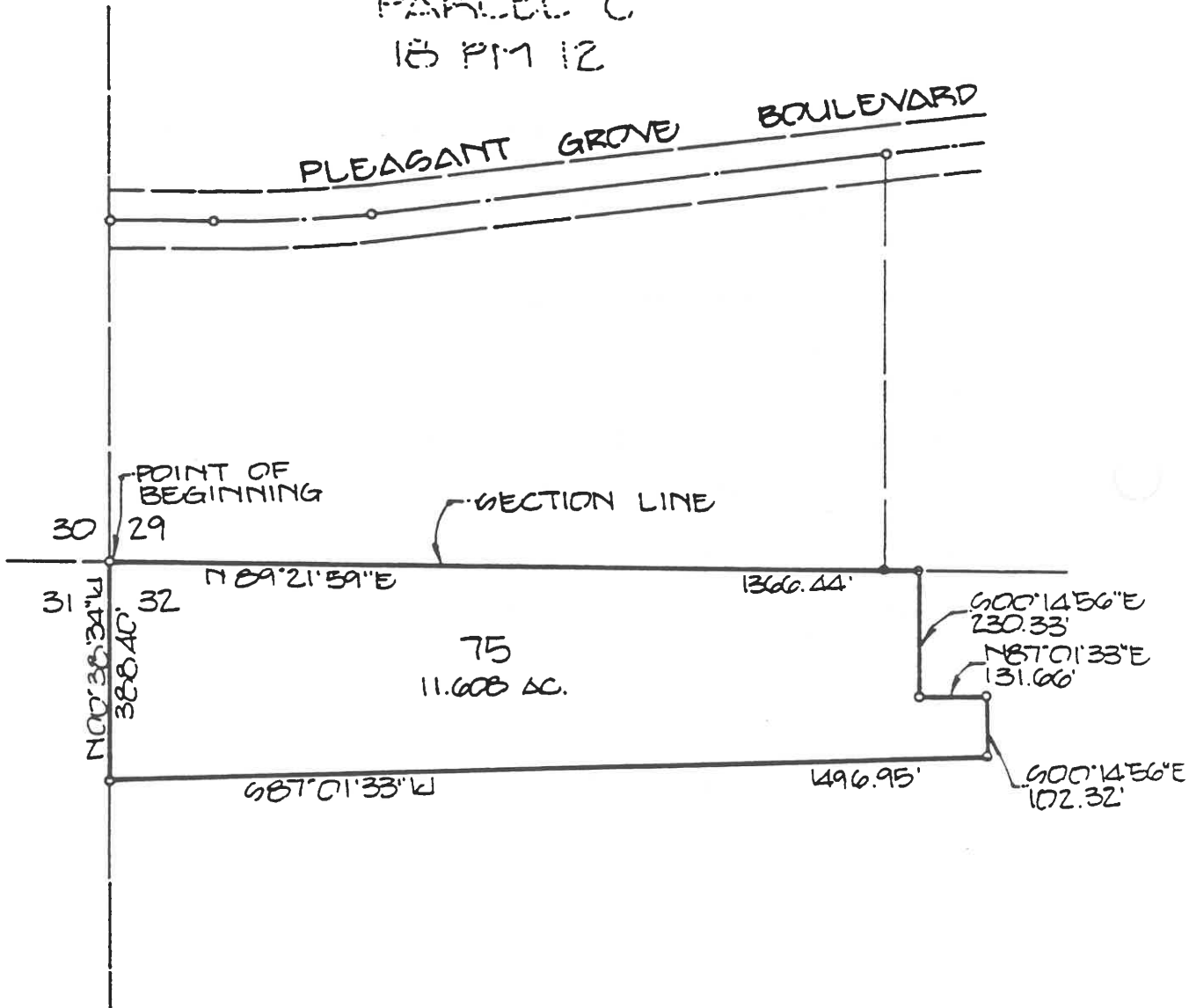
DATE JUNE, 1989 BY

PARCEL C
18 PM 12

PLEASANT GROVE BOULEVARD



1" = 300'



May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 77**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point on the Northerly line of said Section 32 which bears South $89^{\circ}21'59''$ West 1182.65 feet from the Northeasterly corner of said Section 32;

thence, South $00^{\circ}38'01''$ West 267.96 feet;

thence, North $87^{\circ}01'33''$ East 550.00 feet;

thence, South $00^{\circ}38'01''$ East 418.72 feet;

thence, Westerly along the arc of a non-tangent curve to the left, concave to the Southwest, having a radius of 800.00 feet and being subtended by a chord bearing North $86^{\circ}23'08''$ West 244.25 feet;

thence, South $84^{\circ}50'00''$ West 745.34 feet;

thence, Westerly along the arc of a tangent curve to the right, concave to the North, having a radius of 2000.00 feet and being subtended by a chord bearing North $85^{\circ}05'00''$ West 700.32 feet;

thence, North $75^{\circ}00'00''$ West 240.35 feet;

thence, Northerly along the arc of a non-tangent curve to the left, concave to the West, having a radius of 4000.00 feet and being subtended by a chord bearing North $09^{\circ}11'22''$ East 809.93 feet to a point on said Northerly line of Section 32;

thence, along said Northerly line North $89^{\circ}21'59''$ East 1227.36 feet to the point of beginning;

EXCEPTING THEREFROM the following described parcel:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point that bears the following three (3) courses from the Northeasterly corner of said Section 32 as said corner is shown on that certain Parcel Map filed in Book 18 of Parcel Maps, Page 12, Placer County Official Records: (1) South $89^{\circ}21'59''$ West 2345.00 feet along the Northerly line of said Section 32; (2) South $00^{\circ}14'56''$ East 541.15 feet; and (3) North $87^{\circ}01'33''$ East 25.03 feet; thence, from said point of beginning, North $87^{\circ}01'33''$ East 77.00 feet; thence, South $02^{\circ}58'27''$ East 87.00 feet; thence, South $87^{\circ}01'33''$ West 81.14 feet; thence, North $00^{\circ}14'56''$ West a distance of 87.10 feet to the point of beginning;

containing 31.590 acres, more or less



MORTON & PITAL, INC.

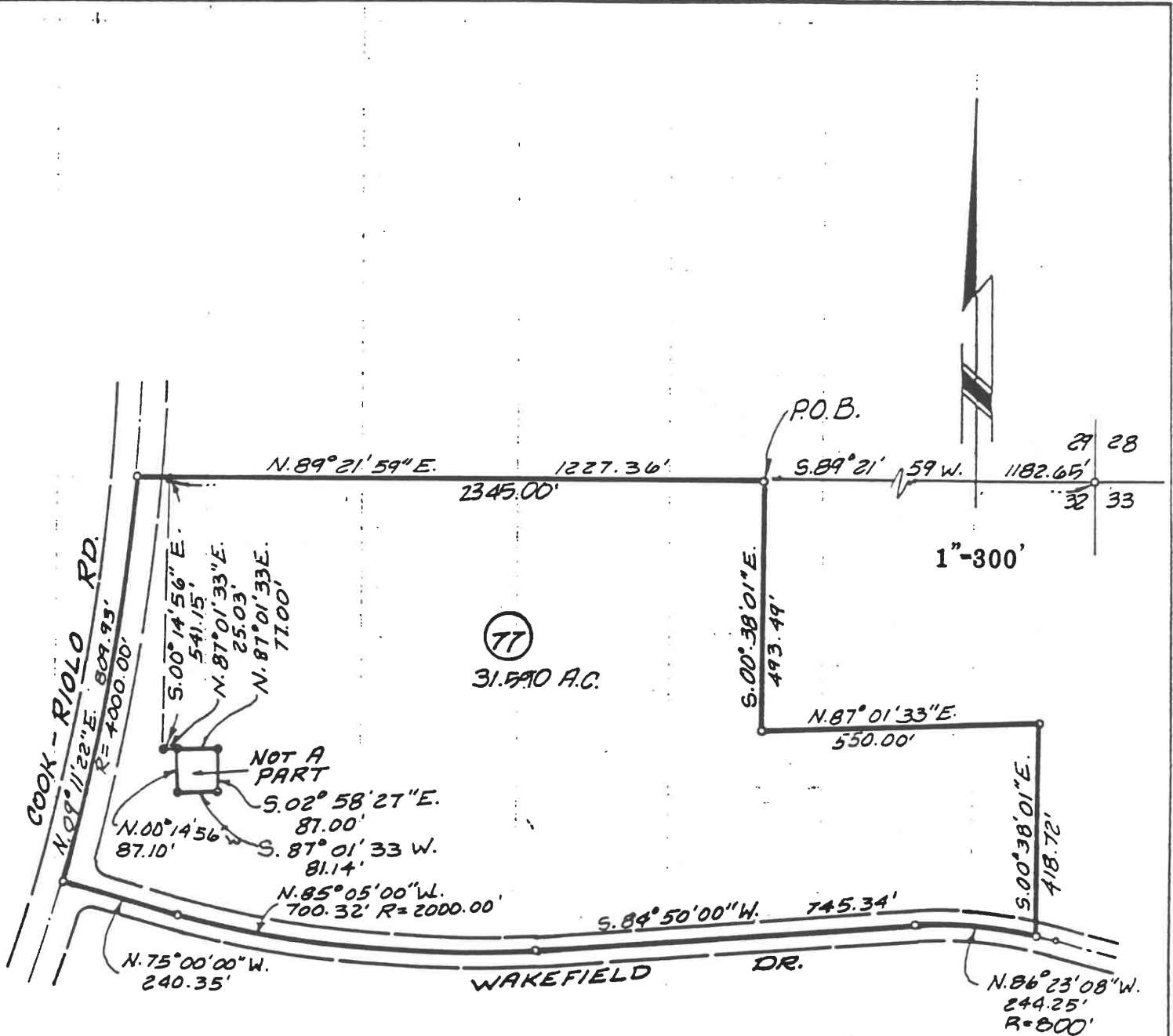
CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO 880237

PROJECT NORTHWEST ROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 77

DATE APRIL, 1989 BY



July 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Survey.
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 86**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

Parcel 2 and a portion of Parcel 1 as said parcels are shown and so designated on that certain Parcel Map filed in Book 23 of Parcel Maps, Page 123, Placer County Records, being a portion of Section 33, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at the Northwesterly corner of said Parcel 2; thence, from said point of beginning, along said Northerly line, North $89^{\circ}26'37''$ East 480.60 feet; thence, North $44^{\circ}26'37''$ East 63.64 feet; thence, North $89^{\circ}26'37''$ East 310.07 feet to a point on the Easterly line of said Parcel 1; thence, along said Easterly line of Parcel 1 and along the Easterly, Southerly and Westerly lines of said Parcel 2 the following fourteen (14) courses: (1) Southerly along the arc of a non-tangent curve to the right, concave to the West, having a radius of 1945.17 feet and being subtended by a chord bearing South $11^{\circ}29'32''$ East 392.22 feet; (2) South $00^{\circ}49'12''$ West 120.72 feet; (3) Southerly along the arc of a non-tangent curve to the right, concave to the West, having a radius of 1935.17 feet and being subtended by a chord bearing South $00^{\circ}56'53''$ East 81.35 feet; (4) South $00^{\circ}15'23''$ West 42.66 feet; (5) Southwesterly along the arc of a tangent curve to the right, concave to the Northwest, having a radius of 56.00 feet and being subtended by a chord bearing South $44^{\circ}51'00''$ West 78.63 feet; (6) South $89^{\circ}26'37''$ West 124.79 feet; (7) South $84^{\circ}40'48''$ West 120.42 feet; (8) South $89^{\circ}26'37''$ West 408.35 feet; (9) North $00^{\circ}33'23''$ West 136.11 feet; (10) South $89^{\circ}26'37''$ West 161.00 feet; (11) South $00^{\circ}33'23''$ East 111.11 feet; (12) Southeasterly along the arc of a tangent curve to the left, concave to the Northeast, having a radius of 25.00 feet and being subtended by a chord bearing South $45^{\circ}33'23''$ East 35.36 feet; (13) South $89^{\circ}26'37''$ West 62.00 feet; and (14) North $00^{\circ}33'23''$ West 650.00 feet to the point of beginning. Containing 13.145 acres, more or less.



MORTON & PITALO, INC.

CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO 880237

PROJECT NORTHWEST ROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 86

DATE JULY 1989 BY _____

POINT OF BEGINNING

PARCEL 1

FOOTHILLS
BLVD.

1"=200'

PARCEL 2

86

13.145 AC

23 PM 123

N 00° 33' 23" W
650.00'

N 44° 26' 37" E 63.64'
N 89° 26' 37" E 480.60'
N 89° 26' 37" E 310.07'

S 11° 29' 32" E
392.22'

N 00° 33' 23" W 111.11'
N 45° 33' 23" W 35.36'

N 89° 26' 37" E 161.00'

N 00° 33' 23" W 136.11'
408.35'

N 89° 26' 37" E 62.00'

JUNCTION BLVD.

N 89° 26' 37" E

N 89° 26' 37" E 124.79'
N 84° 40' 48" E 120.42'

N 00° 40' 12" E 120.72'

N 00° 56' 53" W 81.35' R=1935.17'
N 00° 15' 23" E 42.66'

N 44° 51' 00" E 78.63' R=56'

May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Survey.
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 89**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point which bears the following three (3) courses from the Southwesterly corner of said Section 32: (1) along the Southerly line of said Section 32 North $89^{\circ}27'28''$ East 857.29 feet; (2) North $00^{\circ}29'57''$ West 797.63 feet; and (3) North $05^{\circ}14'24''$ East 400.00 feet;

thence, Northeasterly along the arc of a non-tangent curve to the right, concave to the Southeast, having a radius of 2000.00 feet and being subtended by a chord bearing North $22^{\circ}49'23''$ East 820.97 feet;

thence, North $34^{\circ}40'00''$ East 548.09 feet;

thence, South $55^{\circ}20'00''$ East 325.06 feet;

thence, Southeasterly along the arc of a tangent curve to the left, concave to the Northeast, having a radius of 2000.00 feet and being subtended by a chord bearing South $60^{\circ}46'27''$ East 379.26 feet;

thence, South $36^{\circ}51'06''$ West 618.33 feet;

thence, South $30^{\circ}38'19''$ West 151.09 feet;

thence, South $22^{\circ}41'11''$ West 132.23 feet;

thence, South $17^{\circ}28'05''$ West 149.91 feet;

thence, South $09^{\circ}19'10''$ West 79.02 feet;

thence, North $79^{\circ}01'15''$ West 684.42 feet to the point of beginning;

containing 19.510 acres, more or less.



MORTON & PITAL, INC.

CIVIL ENGINEERING
PLANNING SURVEYING

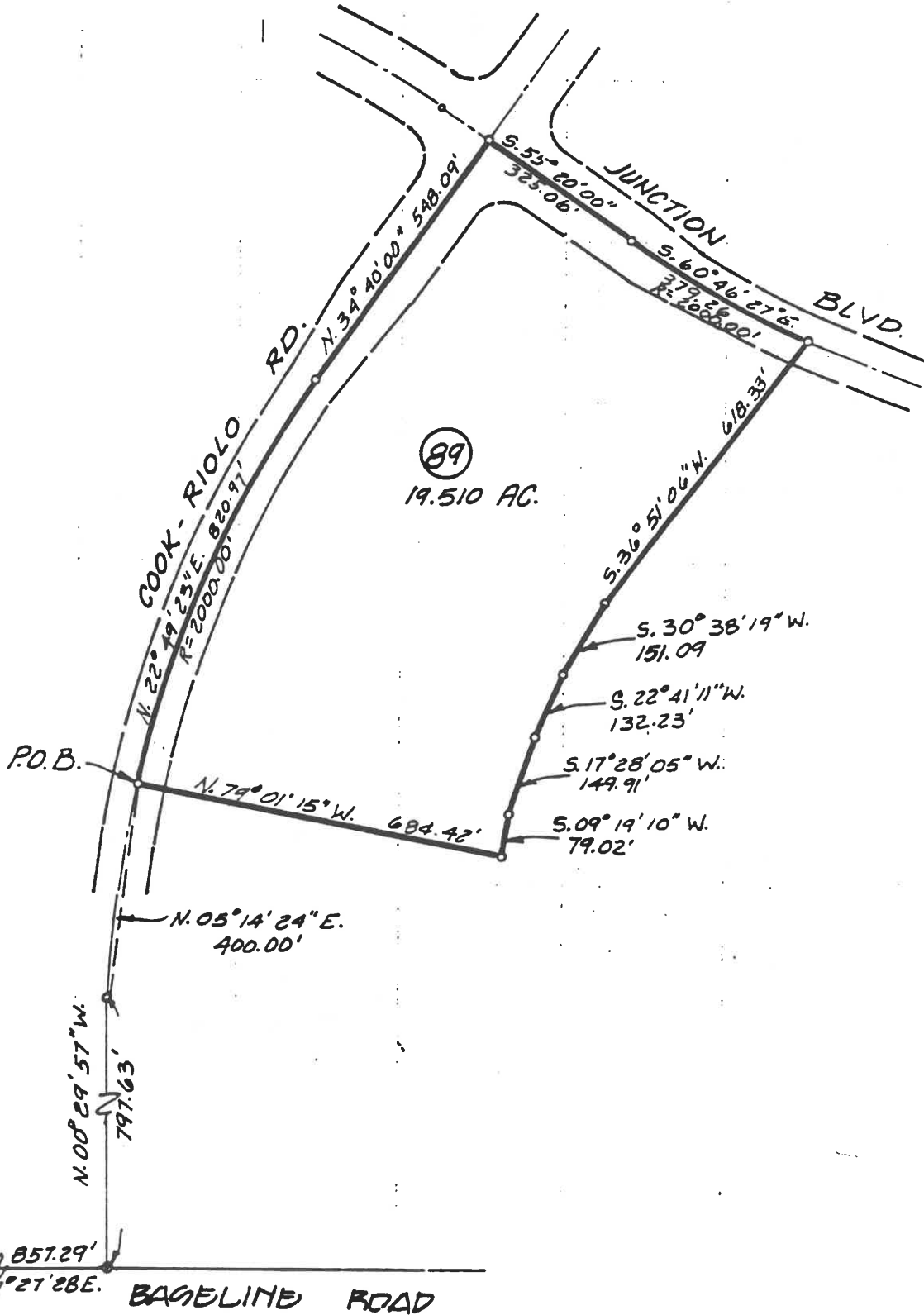
JOB NO 880237

PROJECT NORTHWEST ROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 89

DATE APRIL, 1989 BY

1"=300'



May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 90**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point which bears North $45^{\circ}22'55''$ West 2262.57 feet from the Southeasterly corner of said Section 32;

thence, South $13^{\circ}20'00''$ West 381.43 feet;

thence, Southerly along the arc of tangent curve to the right, concave to the Northwest, having a radius of 700.00 feet and being subtended by a chord bearing South $18^{\circ}55'00''$ West 136.21 feet;

thence, South $24^{\circ}30'00''$ West 158.00 feet;

thence, North $65^{\circ}30'00''$ West 30.00 feet;

thence, Northwesterly along the arc of a non-tangent curve to the left, concave to the Southwest, having a radius of 25.00 feet and being subtended by a chord bearing North $20^{\circ}30'00''$ West 35.36 feet;

thence, North $65^{\circ}30'00''$ West 54.62 feet;

thence, Northwesterly along the arc of a tangent curve to the right, concave to the Northeast, having a radius of 425.00 feet and being subtended by a chord bearing North $56^{\circ}55'00''$ West 126.86 feet;

thence, North $48^{\circ}20'00''$ west 71.64 feet;

thence, Northwesterly along the arc of a tangent curve to the left, concave to the Southwest, having a radius of 375.00 feet and being subtended by a chord bearing North $59^{\circ}55'00''$ West 150.59 feet;

thence, North $71^{\circ}30'00''$ West 73.34 feet;

thence, North $18^{\circ}30'00''$ East 87.65 feet;

thence, North $00^{\circ}40'48''$ East 121.36 feet;

thence, North 03'56" 30" West 241.57 feet;

thence, North 13⁰20'00" East 63.00 feet;

thence, South 76⁰40'00" East 636.69 feet to the point of beginning;

containing 7.566 acres, more or less.



MORTON & PITA & CO., INC.

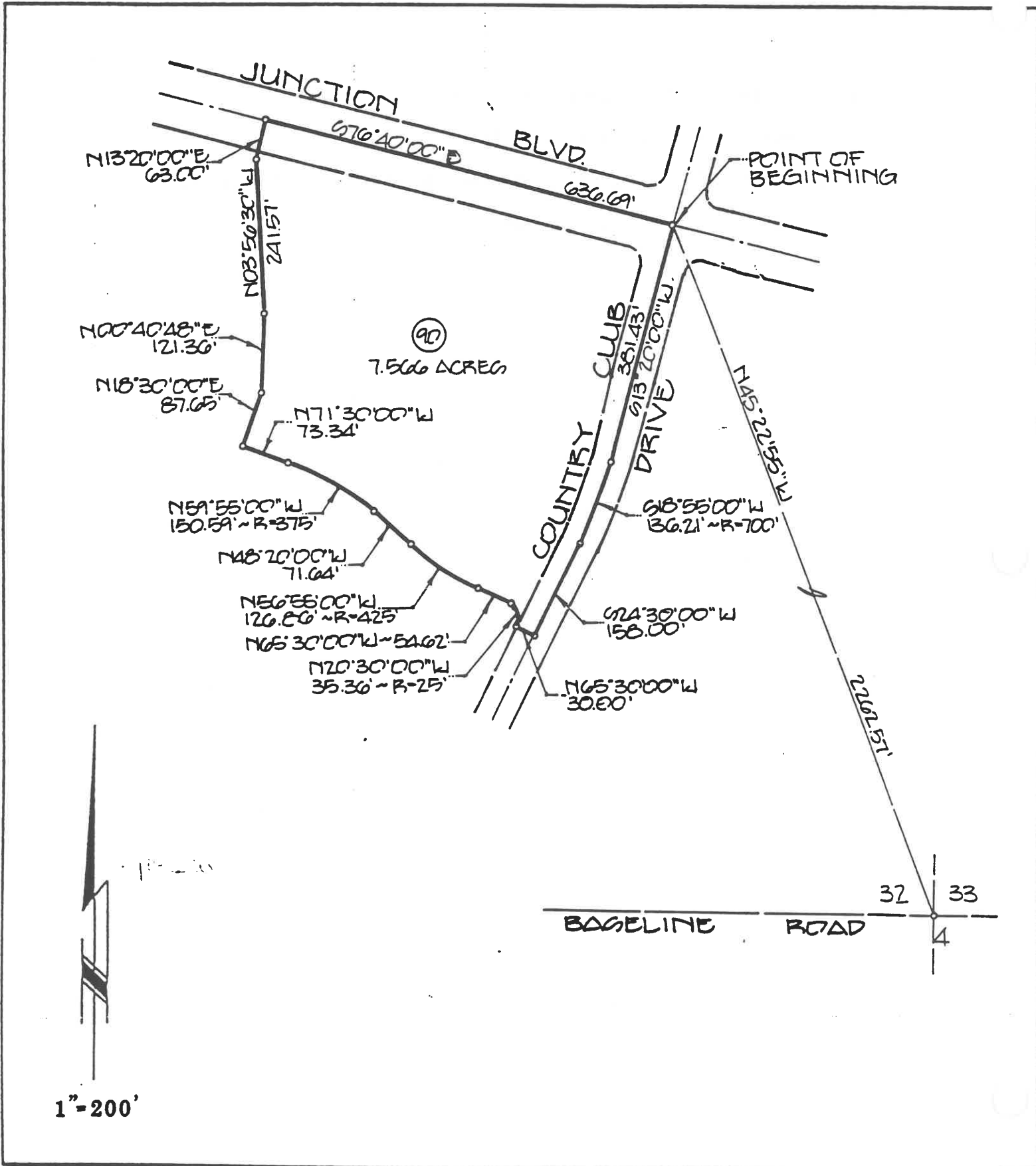
CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO 880237

PROJECT NORTHWEST ROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 90

DATE MAY 1989 BY _____



May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 29**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point which bears the following two (2) courses from the Southeasterly corner of said Section 32; (1) along the Southerly line of said Section 32, South $89^{\circ}27'28''$ West 2384.73 feet and (2) North $00^{\circ}14'56''$ West 2275.59 feet;

thence, North $00^{\circ}14'56''$ West 518.00 feet;

thence, North $89^{\circ}45'04''$ East 1493.33 feet;

thence, South $25^{\circ}50'00''$ West 75.46 feet;

thence, Southwesterly along the arc of a tangent curve to the right, concave to the Northwest, having a radius of 800.00 feet and being subtended by a chord bearing South $32^{\circ}40'00''$ West 190.37 feet;

thence, South $39^{\circ}30'00''$ West 526.39 feet;

thence, Southwesterly along the arc of a tangent curve to the left, concave to the Southeast, having a radius of 1000.00 feet and being subtended by a chord bearing South $35^{\circ}31'21''$ West 138.73 feet;

thence, North $76^{\circ}40'00''$ West 966.04 feet to the point of beginning;

containing 18.604 acres, more or less.



MORTON & PIT. .O., INC.

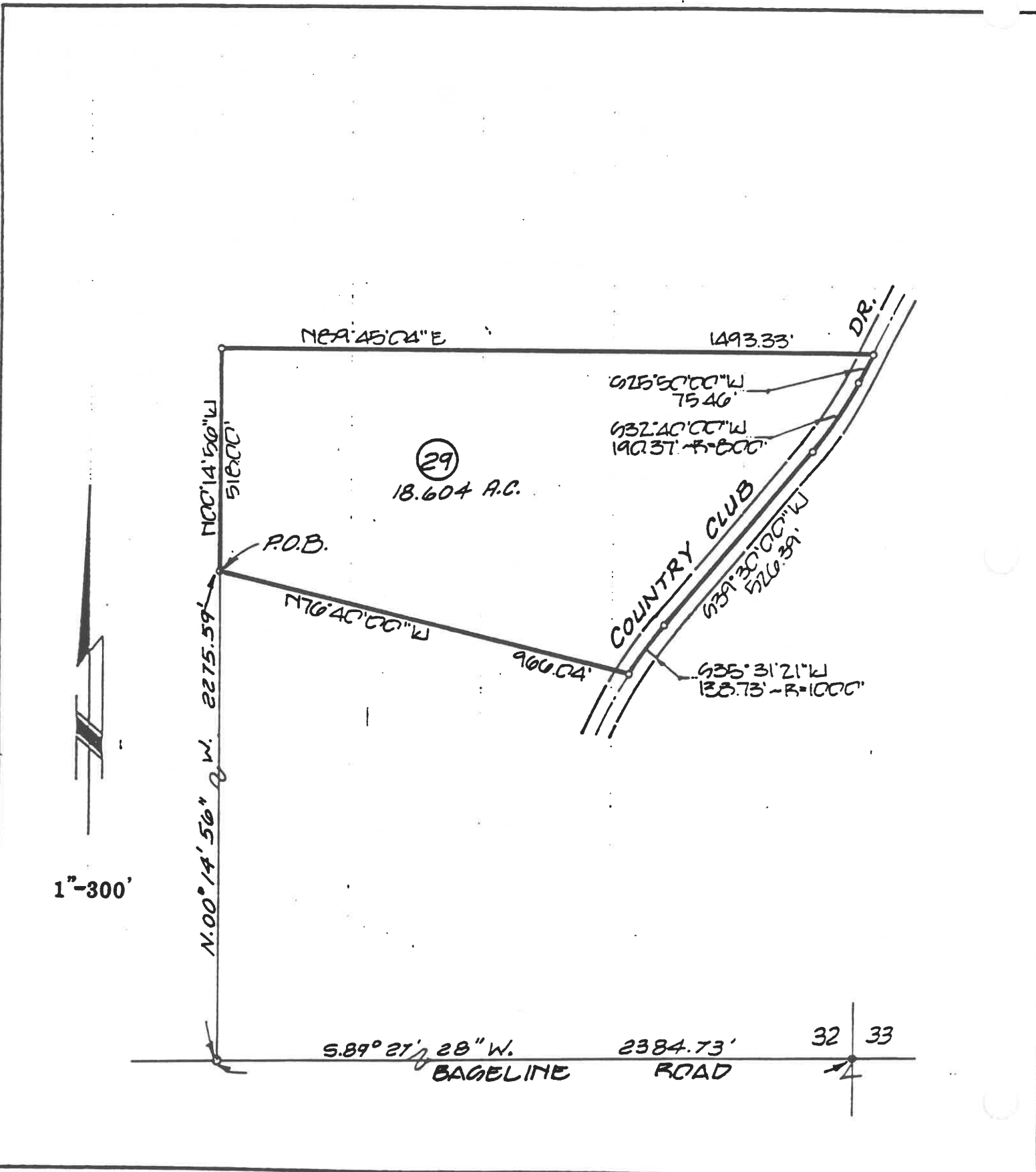
CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO 880237

PROJECT NORTHWEST ROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 29

DATE APRIL, 1989 BY



May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 30**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point which bears the following two (2) courses from the Southeasterly corner of said Section 32; (1) along the Southerly line of said Section 32, South $89^{\circ}27'28''$ West 2384.73 feet and (2) North $00^{\circ}14'56''$ West 1797.08 feet;

thence, North $00^{\circ}14'56''$ West 478.51 feet;

thence, South $76^{\circ}40'00''$ East 966.04 feet;

thence, Southwesterly along the arc of a non-tangent curve to the left, concave to the Southeast, having a radius of 1000.00 feet and being subtended by a chord bearing South $22^{\circ}26'21''$ West 316.52 feet;

thence, South $13^{\circ}20'00''$ West 152.60 feet;

thence, North $76^{\circ}40'00''$ West 803.58 feet to the point of beginning;

containing 9.299 acres, more or less.



MORTON & PITTS, INC.

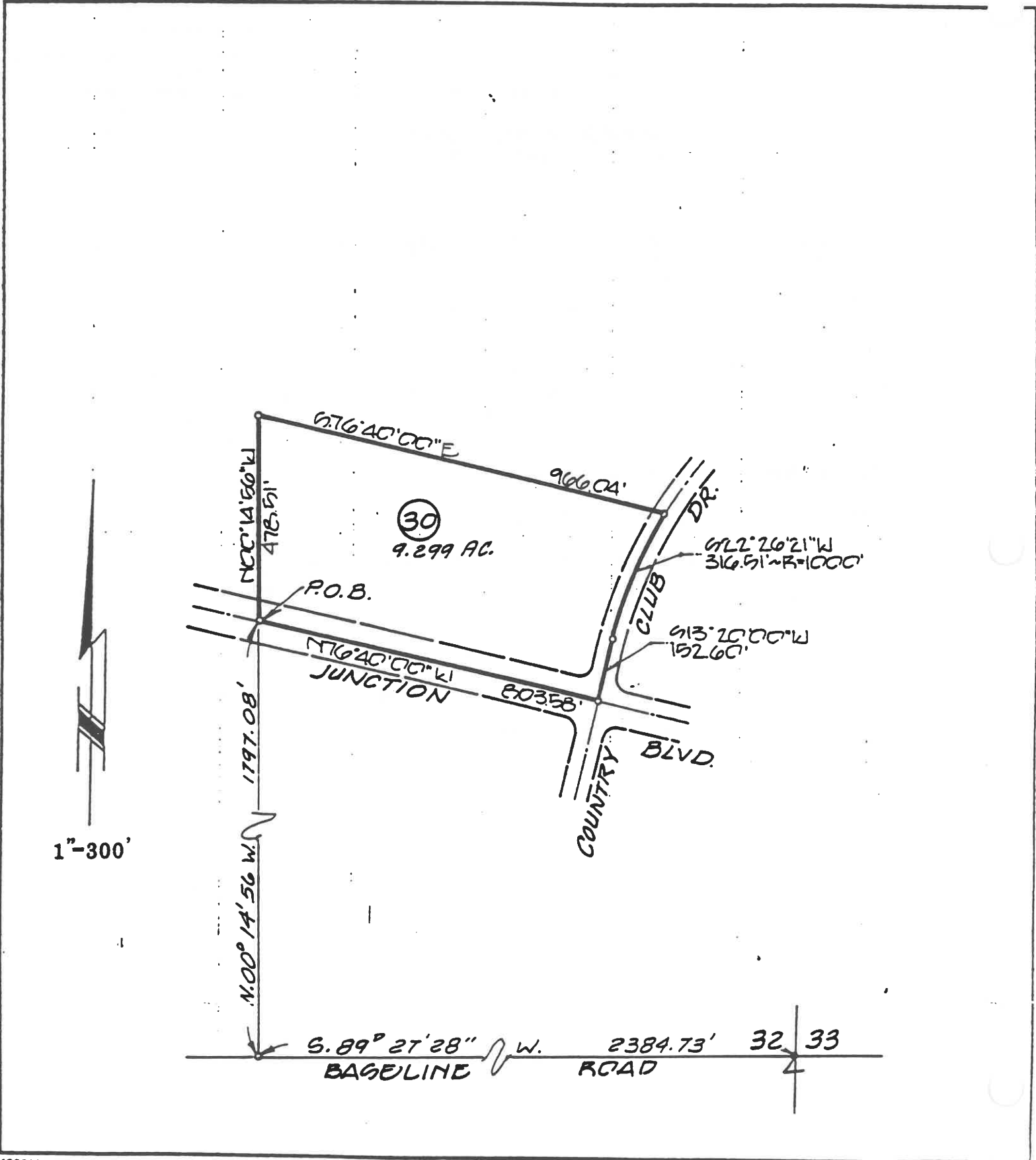
CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO 880237

PROJECT NORTHW. TROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 30

DATE APRIL, 1989 BY _____



July 18, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 59**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

Lot E as said lot is shown and so designated on the Plat of Silverado Oaks Unit No. 4 filed in Book Q of Maps, Page 20, Placer County Records. Containing 10.000 acres, more or less.

May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 65**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point which bears North $62^{\circ}23'50''$ West 2040.39 feet from the Southeasterly corner of said Section 32;

thence, South $24^{\circ}30'00''$ West 175.00 feet;

thence, North $65^{\circ}30'00''$ West 30.00 feet;

thence, Southwesterly along the arc of a non-tangent curve to the right, concave to the Northwest, having a radius of 25.00 feet and being subtended by a chord bearing South $69^{\circ}30'00''$ West 35.36 feet;

thence, North $65^{\circ}30'00''$ West 58.02 feet;

thence, Westerly along the arc of a tangent curve to the left, concave to the South, having a radius of 350.00 feet and being subtended by a chord bearing South $88^{\circ}11'23''$ West 310.26 feet;

thence, South $61^{\circ}52'45''$ West 103.73 feet;

thence, Westerly along the arc of a tangent curve to the right, concave to the Northeast, having a radius of 20.00 feet and being subtended by a chord bearing North $76^{\circ}11'46''$ West 26.73 feet;

thence, Northwesterly along the arc of a reverse curve to the left, concave to the Southwest, having a radius of 400.00 feet and being subtended by a chord bearing North $44^{\circ}00'57''$ West 135.41 feet;

thence, North $36^{\circ}14'22''$ East 20.41 feet;

thence, North $89^{\circ}45'04''$ East 115.00 feet;

thence, North $00^{\circ}14'56''$ West 401.46 feet;

thence, South $71^{\circ}30'00''$ East 213.63 feet;

thence, Southeasterly along the arc of a tangent curve to the right, concave to the Southwest, having a radius of 375.00 feet and being subtended by a chord bearing South 59°55'00" East 150.59 feet;

thence, South 48°20'00" East 71.64 feet;

thence, Southeasterly along the arc of a tangent curve to the left, concave to the Northeast, having a radius of 425.00 feet and being subtended by a chord bearing South 56°55'00" East 126.86 feet;

thence, South 65°30'00" East 54.62 feet;

thence, Southeasterly along the arc of a tangent curve to the right, concave to the Southwest, having a radius of 25.00 feet and being subtended by a chord bearing South 20°30'00" East 35.36 feet;

thence, South 65°30'00" East 30.00 feet to the point of beginning;

containing 4.463 acres, more or less.



MORTON & PITA, INC.

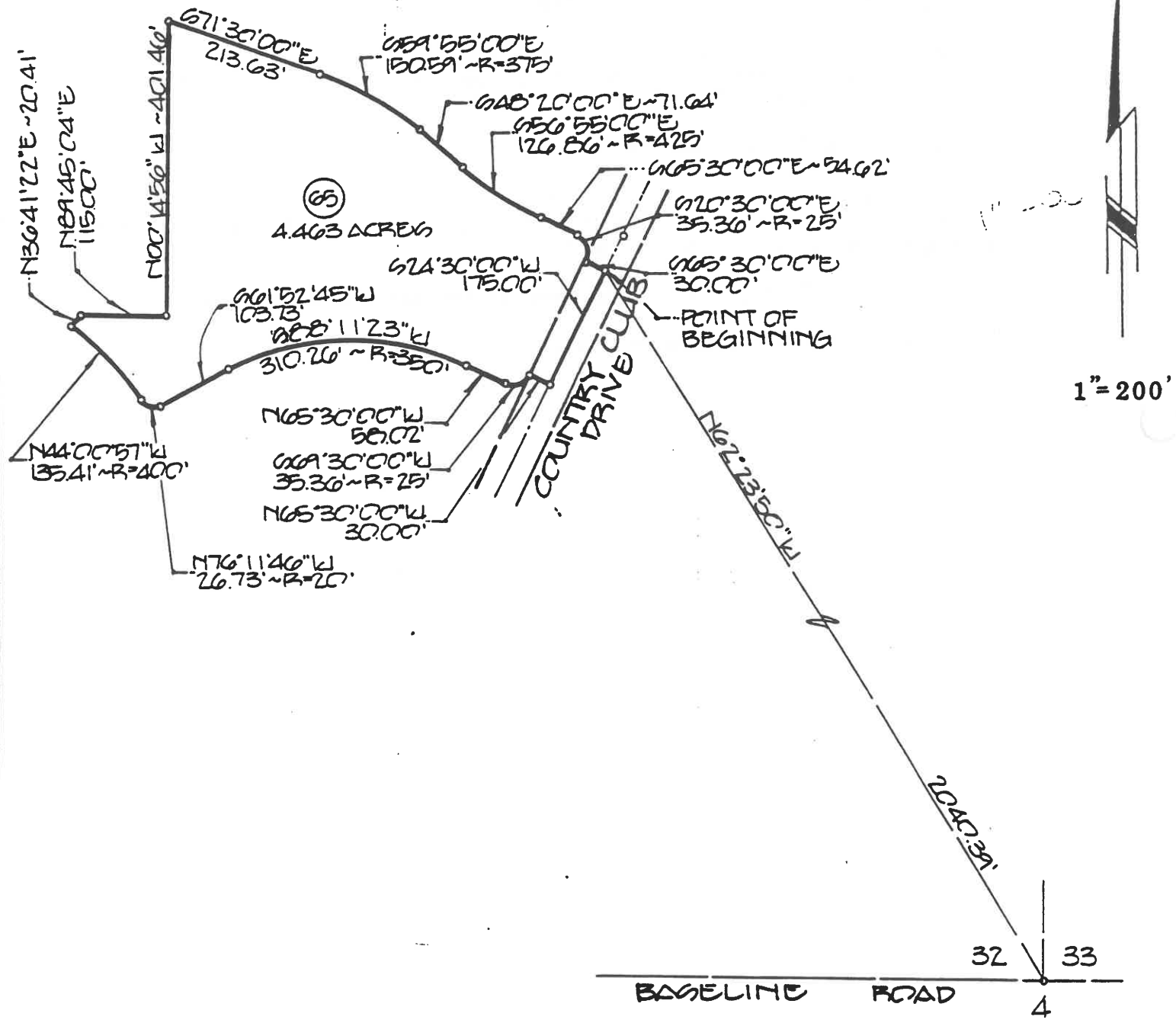
CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO 880237

PROJECT NORTHWEST ROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 65

DATE MAY 1989 BY



May 17, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
PARCEL 71**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point on the Westerly line of said Section 32 which bears North $00^{\circ}38'34''$ West 1084.00 feet from the Southwesterly corner of said Section 32; thence, along said Westerly line North $00^{\circ}38'34''$ West 1736.08 feet;

thence, North $89^{\circ}21'26''$ East 306.40 feet;

thence, Easterly along the arc of a tangent curve to the right, concave to the Southwest, having a radius of 2000.00 feet and being subtended by a chord bearing South $72^{\circ}59'17''$ East 1213.12 feet;

thence, South $55^{\circ}20'00''$ East 100.00 feet;

thence, South $34^{\circ}40'00''$ West 548.09 feet;

thence, Southwesterly along the arc of a tangent curve to the left, concave to the Southeast, having a radius of 2000.00 feet and being subtended by a chord bearing South $21^{\circ}11'26''$ West 932.17 feet;

thence, South $89^{\circ}30'03''$ West 880.52 feet to the point of beginning;

containing 45.573 acres, more or less.



MORTON & PITA, INC.

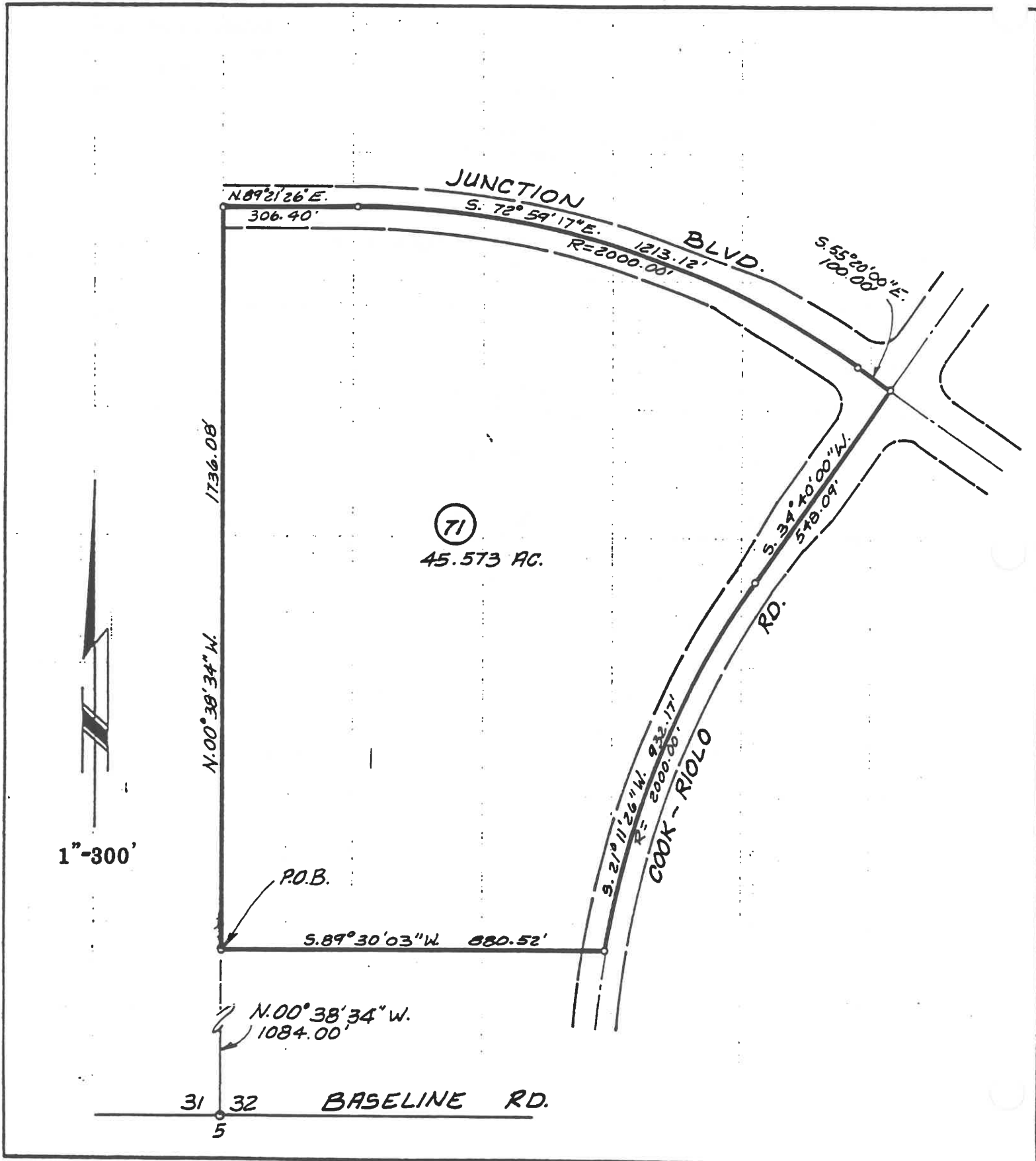
CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO 880237

PROJECT NORTHWEST ROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 71

DATE APRIL, 1989 BY



June 6, 1989
88-0237



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTHWEST ROSEVILLE SPECIFIC PLAN
ELLIOTT PROPERTY
LOT 74**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Section 32, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point on the Northerly line of said Section 32 which bears North $89^{\circ}21'59''$ East 1366.44 feet from the Northwesterly corner of said Section 32;

thence, North $89^{\circ}21'59''$ East 1514.92 feet;

thence, Southerly along the arc of a non-tangent curve to the right, concave to the Northwest, having a radius of 4000.00 feet and being subtended by a chord bearing South $10^{\circ}01'54''$ West 926.85 feet;

thence, South $89^{\circ}45'04''$ West 1217.96 feet;

thence, North $00^{\circ}14'56''$ West 677.72 feet;

thence, South $87^{\circ}01'33''$ West 131.66 feet;

thence, North $00^{\circ}14'56''$ West 230.33 feet to the point of beginning;

containing 28.153 acres, more or less.



MORTON & PIT. O, INC.

CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO 880237

PROJECT NORTHWEST ROSEVILLE SPECIFIC PLAN

DESCRIPTION LOT 74 ELLIOTT PROPERTY

DATE JUNE, 1989 BY _____

PARCEL C
13 PM 12

PLEASANT GROVE BOULEVARD

DRIVE

POINT OF BEGINNING

30 | 29
31 | 32
N 89° 21' 59" E
1300.44'

SEC. 29

N 89° 21' 59" E SEC. 32

1514.92'

N 00° 14' 50" W ~ 230.33'

S 87° 01' 33" W ~ 131.66'

74

20.153 AC. GROSS
27.087 AC. NET

N 00° 14' 50" W 677.72'

50'

S 10° 01' 54" W R-4000' 926.85'

COOK - RIOLO

WAKEFIELD

DRIVE

S 89° 45' 04" W

1217.96'

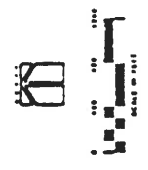
1" = 300'

Northwest Roseville Specific Plan

Roseville
California
EXHIBIT A

MAY 10, 1989

LEGEND
 — DISTRICT BOUNDARY
 DRY CREEK ELEMENTARY
 SCHOOL DISTRICT



Specific Plan:
 Wade Associates
 Civil Engineer:
 Morton & Irtale
 Land Planner:
 Wade Associates
 Anthony M. Guzzardo
 & Associates
 Murray Smith
 & Associates
 McKay & Green's

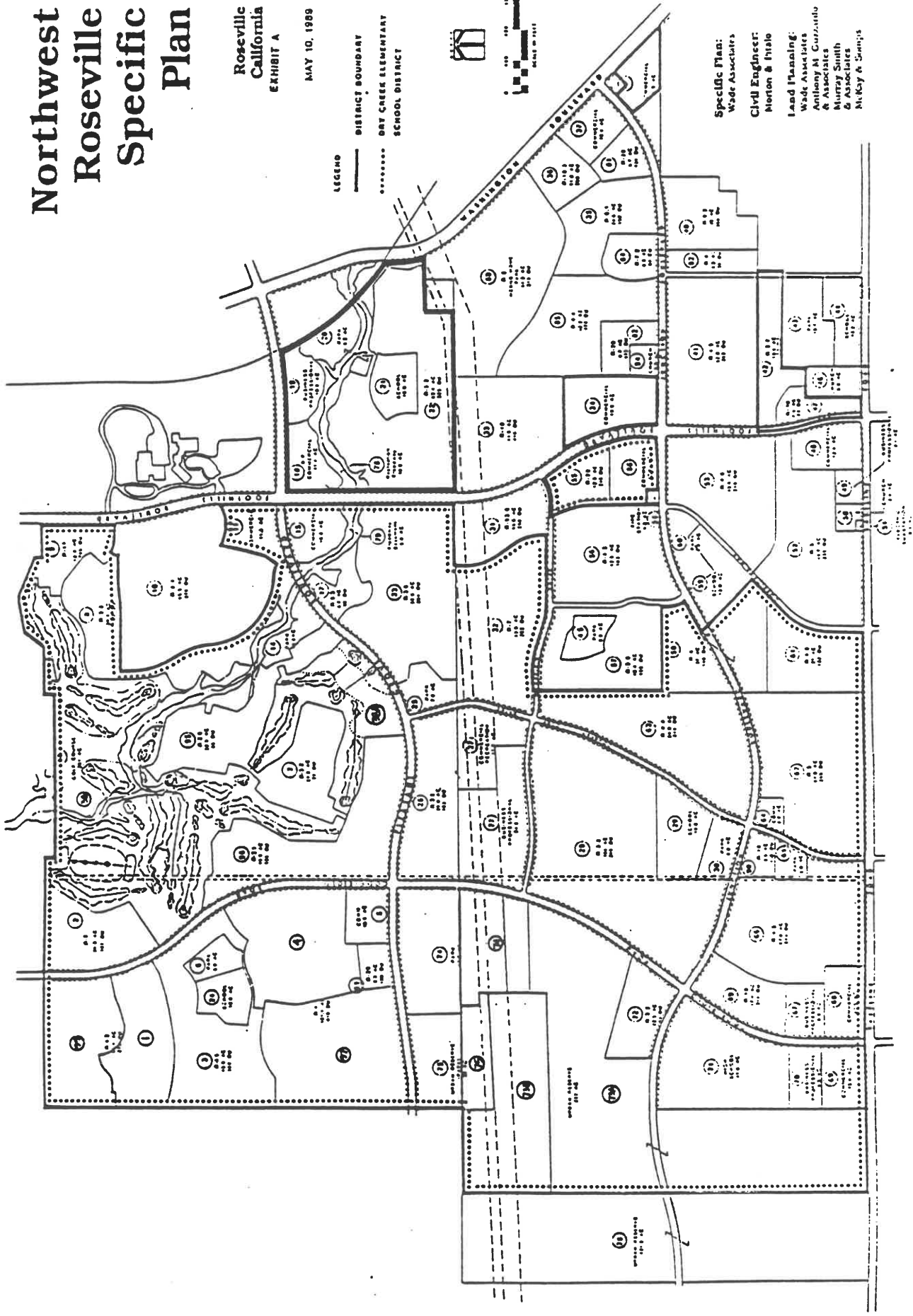


EXHIBIT "B"

EXHIBIT "C"

AFFORDABLE HOUSING PARCELS (ELLIOTT)

MIDDLE INCOME HOUSING (SINGLE FAMILY)

<u>PARCEL</u>	<u>TOTAL UNITS</u>	<u>AFFORDABLE UNITS</u>	<u>PERCENT</u>
32	203	118	54.2
TOTAL		118	

LOW-INCOME HOUSING (MULTI-FAMILY)

<u>PARCEL</u>	<u>TOTAL UNITS</u>	<u>AFFORDABLE UNITS</u>	<u>PERCENT</u>
55	246	48	17.9
89	314	53	17.0
90	100	16	16.0
TOTAL		117	

EXHIBIT "D"

APPRAISAL PROVISIONS

A party invoking this appraisal provision (hereafter referred to as the "initiating party") shall notify the other party (hereafter referred to as the "responding party") in writing of the request for appraisal. The notice shall state the name and address of the appraiser proposed to be used by the parties for such valuation. Within fifteen (15) days after receiving this notice, the responding party may give written notice to the initiating party of the name and address of an appraiser selected by the responding party. If the responding party fails to give this notice within said fifteen (15) days, then the appraiser selected by the initiating party shall serve as the sole appraiser of the valuation, and the appraisal shall be performed within ninety (90) days thereafter.

If two (2) appraisers are conducting the appraisal and they are unable to agree on such valuation within ninety (90) days of their selection, then they shall select a third appraiser and notify each party in writing of the name and address of the third appraiser. If the two appraisers fail to agree on a third appraiser within one hundred twenty (120) days of their selection, then on the written request of either party, the presiding judge of the Placer County Superior Court shall appoint a third appraiser. The third appraiser shall conduct his appraisal within ninety (90) days of such appointment and, if he agrees with either of the first two appraisers, such agreed amount shall serve as the value of the property, otherwise, the appraisal that is neither the highest nor the lowest shall serve as such value.

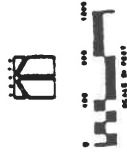
The costs of the parties' respective appraisers shall be borne by the party retaining same, provided if a third appraiser is required pursuant to the above, the costs of all appraisers shall be paid by the non-prevailing party. For purposes hereof, the "non-prevailing party" shall be the party whose selected appraiser's valuation was the furthest from the final appraisal determined pursuant to these provisions. Each appraiser shall be a member in good standing of the American Institute of Appraisers (M.A.I.).

Northwest Roseville Specific Plan

Roseville
California

MAY 10, 1989

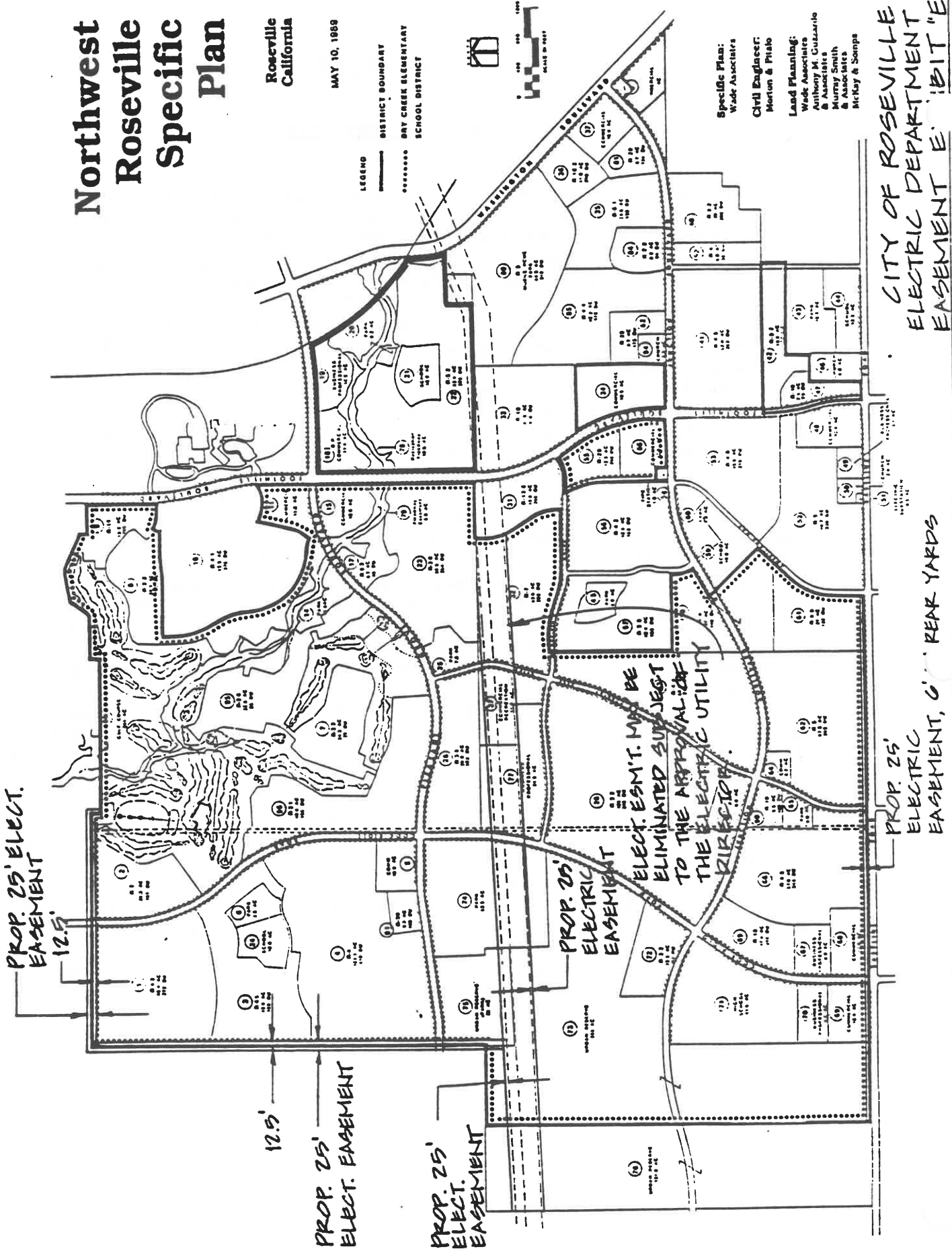
LEGEND
 - - - - - DISTRICT BOUNDARY
 DAY CREEK ELEMENTARY
 SCHOOL DISTRICT



Specific Plan:
Wade Associates

Civil Engineer:
Morison & Pilsbo

Lead Planning:
Wade Associates
Anthony M. Guzzalio
& Associates
Murray Smith
& Associates
McKay & Somp



PROP. 25' ELECT.
EASEMENT
12.5'

12.5'

PROP. 25'
ELECT. EASEMENT

PROP. 25'
ELECT.
EASEMENT

PROP. 25'
ELECTRIC
EASEMENT

ELECT. ESM'T. MAY BE
ELIMINATED SUBJECT
TO THE APPROVAL OF
THE ELECTRIC UTILITY
CORPORATION.

PROP. 25'
ELECTRIC
EASEMENT, 6' REAR YARDS

CITY OF ROSEVILLE
ELECTRIC DEPARTMENT
EASEMENT E. "BIT" "E"

EXHIBIT "F"

SEWER

Sewer facilities to be constructed as part of the Northwest Roseville Specific Plan facilities include sewer trunk lines and appurtenances in Junction Boulevard, Country Club Drive, Cook Riolo Road and Pleasant Grove Boulevard. Additional sewer facilities will be provided within the planned golf course area as well as a new lift station, designated as Lift Station No. 4, and its sewer force main constructed to the improvements to be included in existing Lift Station No. 3, located adjacent and immediately east of Cook Riolo Road. These improvements are more specifically described as follows:

The sewer facilities in Junction Boulevard shall be constructed as a 12-inch sewer main from Country Club Drive west 1,260 + feet and as a 15-inch main a length of approximately 1,040 + feet westerly to Cook Riolo Road. From Cook Riolo Road westerly to Lift Station No. 4, approximately 2,800 + feet of 18-inch sewer will be constructed parallel to Junction Boulevard. Sewer facilities in Country Club Drive will consist of approximately 330 + feet of 10-inch sewer south of Junction Boulevard. Approximately 820 + feet of 10-inch sewer line will be constructed north of Junction Boulevard followed by approximately 300 + feet of 8-inch and 300 + feet of 6-inch sewer main. Country Club Drive will contain approximately 350 + feet of 8-inch sewer south from its intersection with Wakefield Drive approximately 950 + feet of 8-inch sewer will be constructed north of the intersection of Wakefield Drive. Sewer facilities in Cook Riolo Road shall consist of approximately 780 + feet of 10-inch sewer main constructed between Baseline Road and Junction Boulevard together with approximately 1,700 + feet of 12-inch sewer main. North of Junction Boulevard, approximately 450 + feet of 15-inch sewer main and 820 + feet of 8-inch sewer main will be constructed.

Also to be constructed within the road right-of-way of Cook Riolo Road, in the vicinity of Lift Station No. 3, will be 240 + feet of 8-inch sewer line south of the lift station and approximately 1,390 + feet of 10-inch sewer main will be constructed north of Lift Station No. 3 to its intersection with Pleasant Grove Boulevard. At the intersection of Pleasant Grove Boulevard, approximately 570 + feet of 8-inch sewer shall be constructed northerly along Cook Riolo Road together with 350 + feet of 6-inch sewer. Pleasant Grove Boulevard will also have sewer facilities consisting of approximately 1,550 + feet of 10-inch sewer line constructed easterly from Lift Station No. 4 along the westerly boundary. Approximately 1,000 + feet of 8-inch sewer main will be constructed west of the intersection with Cook Riolo Road.

EXHIBIT "F"

Additional sewer facilities will be constructed within the proposed golf course site. Sewer Line 5A on the golf course will consist of approximately 770 + feet of 6-inch sewer line and 1,890 + feet of 8-inch sewer line will be constructed from north of the golf course boundary with Pleasant Grove Boulevard to approximately the mid point of the golf course. Sewer line No. 5D/5A would be constructed through the golf course from Cook Riolo Road to its intersection with the existing 15-inch sewer main in the South Branch of Pleasant Grove Creek. This would consist of approximately 1500 + feet of 10-inch and approximately 1,370 + feet of 12-inch sewer.

Lift Station No. 4 will be constructed along the westerly boundary of section 32 south of Pleasant Grove Boulevard. It will have a pumping capacity of approximately 3.6 million gallons per day and will pump sewage through an 18-inch force main whose length is approximately 3,100 + feet to the existing lift station No. 3. Lift station no. 3 will be upgraded from its existing pumping capacity to a new pump capacity of approximately 6.5 million gallons per day.

EXHIBIT "G"

WATER

Water facilities will be constructed within the road rights-of-way for the Northwest Roseville Specific Plan, and will consist of 12 and 30-inch water mains to be constructed in Junction Boulevard, Country Club Drive, Cook Riolo Road, Wakefield Drive, Baseline Road and Pleasant Grove Boulevard, which will consist of approximately 6,700 + feet of 12-inch water main in Junction Boulevard, approximately 6450 + feet of 12-inch water main and appurtenances in Country Club Drive, approximately 11,350 + feet of 12-inch water main and appurtenances within Cook Riolo Road, approximately 9,600 + feet of 30-inch water main to be constructed in Pleasant Grove Boulevard and approximately 315 + feet of 12-inch line to be constructed in Wakefield Drive. Approximately 4,400 feet of 12-inch line will be constructed in Baseline Road from Cook Riolo Road easterly.

OFF-SITE WATER FACILITIES TO SERVE THE NORTHWEST ROSEVILLE SPECIFIC PLAN WILL CONSIST OF APPROXIMATELY 13,000+ FEET OF 24-INCH WATER MAIN AND ALL APPURTENANCES. THIS OFF-SITE WATER MAIN WILL CROSS THE NORTH CENTRAL ROSEVILLE PLAN AREA.

EXHIBIT "H"

DRAINAGE FACILITIES

Drainage facilities to be constructed within the Northwest Roseville Specific Plan will include drainage conduit within specific road rights-of-way, as well as drainage culvert crossings, together with concrete box culverts and associated inlets.

To be constructed in Junction Boulevard from its point of beginning at the westerly boundary of Silverado Oaks Unit No. 4 to Country Club Drive approximately 1,050 + feet of 54-inch storm drain and approximately 450 + feet of 60-inch storm drain are to be constructed within the right-of-way. West of Country Club Drive to Cook Riolo Road there will be constructed dual 60-inch storm drains of a distance of approximately 810 + feet, approximately 450 + feet of 72-inch drain facilities plus approximately 900 + feet of 84-inch storm drain pipe. West of Cook Riolo Road and Northerly of the road right-of-way of Junction Boulevard, a channel with a bottom width of approximately 20 feet will be constructed westerly of Cook Riolo Road to an outfall in Kaseberg Creek, a distance of approximately 2,200 + feet. Drainage improvements on Country Club Drive will consist of improvements between Baseline Road and Junction Boulevard of approximately 940 + feet of 18-inch storm drain, and 400 + feet of 60-inch storm drain. North of Junction Boulevard, approximately 450 + feet of 48-inch storm drain, 300 + feet of 36-inch storm drain and 600 + feet of 24-inch storm drain will be constructed within the road right-of-way of Country Club Drive. Also within Country Club Drive, approximately 400 + feet of 18-inch storm drain and 345 + feet of 30-inch storm drain will be constructed south of its intersection with Wakefield Drive. North of the intersection, two 7 x 10 concrete box culverts are to be constructed. North of Wakefield Drive approximately 160 + feet of 48-inch line and 400 + feet of 18-inch line will be constructed. South of its intersection with Pleasant Grove Boulevard approximately 230 + feet of 18-inch line will be constructed in Country Club Drive. Drainage facilities to be provided within Cook Riolo Road shall consist of approximately 500 + feet of 36-inch storm drain, 800 + feet of 42-inch storm drain and 600 + of 48-inch storm drain and 300 + feet of 60-inch drain to be constructed between Baseline Road and Junction Boulevard. North of Junction Boulevard approximately 400 + feet of 60-inch and 350 + feet of 84-inch line will be constructed. At the Cook Riolo Road intersection with the main drainage channel just north of Junction Boulevard, there will also be constructed a concrete multi-span box culvert together with approximately 400 + feet of 24-inch and 500 + feet of 18-inch storm drain. South of the channel near the north section line of Section 32 there will be constructed about 360 + feet of 24-inch and 450 + feet of 42-inch storm drain. North of this channel to Pleasant Grove Boulevard will be constructed approximately 1,260 + feet of 36-inch storm drain. North of Cook Riolo Road's intersection with Pleasant Grove Boulevard, there will be approximately 430 + feet of 36-inch and 450 + feet of 24-inch drain constructed.

EXHIBIT "H"

Also to be constructed within Cook Riolo Road west of the golf course near the north boundary will be 400 + feet of 12-inch and 1,000 + feet of 15-inch storm drain. Storm drain facilities to be provided in Pleasant Grove Boulevard will consist of approximately 610 + feet of 30-inch storm drain and 900 + of 18-inch storm drain at the west boundary. Approximately 490 + feet of 12-inch storm drain constructed just west of the intersection of Pleasant Grove at Cook Riolo Road. West of Country Club Drive intersection there will be approximately 600 + feet of 24-inch, 430 + feet of 30-inch storm drain and 150 + feet of 48-inch storm drain. East of Country Club Drive there will be approximately 370 + feet of 30-inch storm drain constructed. Also, at Pleasant Groves crossing of the South Branch of Pleasant Grove Creek, there will be constructed a multi-span concrete box culvert structure.

EXHIBIT "I"

STREETS

Public Streets to be constructed within the Northwest Roseville Specific Plan boundaries will include roadway facilities for Junction Boulevard, Country Club Drive, Cook Riolo Road, Pleasant Grove Boulevard, Baseline Road and Wakefield Drive. Underground primary electric facilities and street lights are included with roadway improvements.

Junction Boulevard will be constructed westerly from its terminus at Silverado Oaks Unit No. 4 to approximately 1,100 ± feet west of the west section line of Section 32. These facilities plan to be constructed as a 4-lane facility with curb and gutter; total length approximately 6,700 ± feet. Pavement widths will consist of 66 feet of pavement curb and gutter within an 84 foot right-of-way westerly from Silverado Oaks Unit No. 4 to Country Club Drive. From Country Club Drive westerly to the boundary, the pavement width will be 70 feet plus curb and gutter together with a 100-foot right-of-way. Country Club Drive will be constructed within a 60-foot right-of-way with pavement width of 42 feet together with vertical curb and gutter for 6,400 ± feet from its intersection with Baseline Road to its proposed intersection with Pleasant Grove Boulevard. Cook Riolo Road will be extended from Baseline Road to approximately the north section line of Section 29. Two lanes of a 4-lane facility will be constructed along with curb and gutter for approximately 11,300 ± feet. Pavement width will be approximately 36 feet within a proposed 100-foot right-of-way. Pleasant Grove Boulevard will be constructed both easterly and westerly of its present alignment at Foothills Boulevard, and more specifically will be constructed from the west boundary of Section 29 easterly to the Southern Pacific Railroad tracks right-of-way.

Improvements will include curb and gutter and 4 lanes of a 6-lane facility from Cook Riolo road easterly to the Southern Pacific Railroad boundary, a distance of approximately 6,600 ± feet. Also, 2 lanes of a 4-lane facility, a length of approximately 2,900 ± feet will be constructed west of Cook Riolo road to the section line boundary. The 4-lane facility consists of 60 feet of pavement within the proposed 100 foot of right-of-way for the ultimate 6-lane street section, west of Cook Riolo Road, two lanes of 4 lanes will be constructed and will consist of 36 feet of pavement within a proposed 100-foot right-of-way.

Wakefield Drive will also be extended from its westerly terminus at the boundary of Silverado Oaks Unit No. 3 and it will be constructed approximately 315 feet westerly to its intersection with Country Club Drive. Improvements will include a 2-lane facility with curb and gutter, with a pavement width of approximately 42 feet within a road right-of-way of 60 feet. Baseline Road widening will include 27 feet of pavement to provide two additional lanes. Vertical curb and gutter will also be constructed along the 4,400 ± feet of street easterly from Cook Riolo Road.

CONSENT

We, the undersigned, have reviewed the above Development Agreement By and Between the City of Roseville and Elliott Homes, Inc. Relative to the Northwest Roseville Specific Plan and hereby consent to its recordation against the subject property defined therein.

SAN JACINTO SAVINGS ASSOCIATION

By: 
A. E. MAGILL III,
Its: VICE PRESIDENT





STATE OF Texas)
) SS.
COUNTY OF Harris)

On August 24, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared A. E. Magill, III, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of SAN JACINTO SAVINGS ASSOCIATION, a Texas savings and loan, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

Signature: Dorothy Janice Schreiber

